Court of Common Pleas Records for the County of Hampshire from September Term Anno Domini 1797 to January Term 1798 Inclusive

Book IV

Commonwealth of Massachusetts.

Hampshire ss.

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the Monday next preceding the first Tuesday of September being the fourth day of said Month in the Year of our Lord One thousand seven hundred and ninety Seven

Justices of the said Court present.

John Lyman Esq.
Samuel Mather Esq.
Mr Burbank Esq.

Jury of Trials.

James Wood Foreman
John Giles
Reuben Maynard
John Wells
Elisha Alvord
Lairet Gloyd
John Howland
Ebenr Starkweather
Timothy Rose
Jonah Beebe
Seth Wallis
John Allen McElwain

Stephen Rugg of Long Meadow in the County of Hampshire Yeoman Plaintiff v. Josiah Sheldon of Suffield in the County of Hartford in the State of Connecticut Yeoman Deft. in a plea of the Case &c ——— This Action was commenced at September Term seventeen hundred and ninety four and continued from term to term unto the present term and now at this term neither of the parties appearing this Action is dismissed ———.

Rugg v. Sheldon
Sepr. 34 1794

Seth Wetmore and William Wetmore both of Hartford in the County of Hartford and State of Connecticut late Joint dealers in Plaintiffs v. Ezra Clapp of Westfield in the County of Hampshire Gentleman defendant in a plea of trespass on the Case &c ——— This Action was entered at November term seventeen hundred and ninety four and continued from term to term unto this present Term — and now at this term neither of the parties appearing in Court the Action is dismissed ——— ———

Wetmore &c v. Clapp
Nov. 6 1794.

Jonathan Hale Junr. of Long Meadow in the County of Hampshire Esq. plaintiff v. Elihu Colton of the same Long Meadow Gentleman Defendant in a plea of the case &c as by the declaration and Writ on file — This Action was entered at this Court — Nov. Term seventeen hundred and ninety four and continued from term to term untill the present term, and now at this term neither of the parties appearing the Action is dismissed ——— ——— ——— ———

Hale v. Colton
Nov. 215 1794

Ezra Clapp of Westfield in the County of Hampshire Gent. plaintiff v. Seth Wetmore of Boston in the County of Suffolk Merchant Defendt. in a plea of trespass on the Case &c as by the declaration on file — This was commenced at Jany Term 1795 and continued from term to term untill the present term, and now at this term neither of the Parties appear and the Action is dismissed. ——— ——— ———

Clapp v. Wetmore
Jan. 7 37 1795.

Doolittle
vs
Smith
Sept. 1/167/1796.

Amzi Doolittle of Townsburg in the County of Windham & State of Vermont Gentleman Plaintiff vs. Zachariah Smith of Warwick in the County of Hampshire Yeoman. defendant in a plea of Debt for that whereas the said Amzi by the consideration of the Justices of the County Court in the County of Windham and State of Vermont begun and held at New Fane on the monday next preceding the first Monday of June last to wit at Northampton aforesaid recovered Judgment in due form of Law against the said Smith for the sum of Twelve pounds three shillings and six pence Costs of suit equal to Forty dollars fifty eight Cents — and altho execution on said Judgment in due form of Law issued on the sixteenth day of June last past yet the same has Gen returned in no part satisfied as by the Judgment with said Court remaining is manifest and fully appears ~~as by~~ a Copy of which is in Court to be produced the same Judgment still remains in full full force not annulled reversed or in any way satisfied whereby Action has accrued to the plaintiff to have and demand the aforesaid Sum with twenty five Cents more for said Writ of Execution amounting in the whole to Forty Dollars and Eighty three Cents. Yet the said Zachariah the said Sum with the Interest has not paid tho thereto requested but neglects it to the damage of the said Amzi Doolittle the Sum of Eighty Dollars —

This Action was commenced at this Court September Term Seventeen hundred and ninety six and continued from term to term unto this Term and now at this Term the plaintiff by Solomon Vose Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Amzi Doolittle do recover against the said Zachariah Smith the sum of Forty three dollars thirty Cents debt or damages and Costs of suit taxed at twenty six dollars and eighteen Cents and thereof &c

Exx. issued Sept. 10 1797. —

Chandler & al.
vs
Fisk
Sept. 1/6/1796.

John Chandler and Nathaniel Chandler of Petersham in the County of Worcester and Clark Chandler of Colraine in the County of Hampshire Merchants Plaintiffs vs Thomas Fiske of Petersham in the County of Worcester Saddler Defendant in a plea of the Case for that the said Thomas Fiske at Northampton aforesaid on the first day of March last past by his Note for Value received promised the plaintiffs to pay them or their order the sum of two pounds thirteen shillings and eight pence farthing equal to eight dollars and ninety five cents on demand with interest — also for that said Thomas after on the sixteenth day of July last being indebted to the Plaintiffs in another Sum of Seven pounds nine shillings & one penny two farthings equal to twenty four dollars eighty four Cents according to the Account annexed in Consideration thereof promised the Plaintiffs to pay them the same sum on demand — Yet the said Thomas tho often requested has never paid the same but neglects it — To the damage of the said John Nathaniel and Clark the Sum of [illegible] Dollars — and whereas the

John Nathaniel and Clarke say that the said Thomas Fiske has not in his own hands and possession Goods and effects Sixty dollars aforesaid but has entrusted to and deposited in the hands and possession of Oliver Chapin and Oliver Esty of Orange in said County of Hampshire Traders trustees of the s.d Thomas Fiske Goods effects and Credits to the said value — We Commend you therefore that you summon the said Chapin and Esty that they appear &c ——

This Action was entered in this Court at September term seventeen hundred and ninety six — The plaintiff appear and Oliver Chapin one of the aforesaid trustees comes here into Court — and being sworn in Court — and asked whether at the time of the Service of the original Writ on him the said Chapin, in this action, any goods effects or Credits of Thomas Fiske in his possession — says, That some time in the fore part of June last and before the Service of the said Writ he, as one of the Company of Chapin and Esty agreed with Abel Wilder of Peterham to purchase for us some shipping Horse for which he told him he would pay one half down and the other half in six Months he accordingly called on said Wilder to know if he had purchased any Horses for the Co: said Wilder told me he had agreed for several — if they suited — I then told Wilder I did not want any Horse as I had then more than my complement — but if he had purchased any upon what I had said to him I would take them notwithstanding I did not want them — said Wilder then told me there was one I must take which he bought of Fiske I think — I asked the price — he told me twenty pounds I accordingly rec.d the Horse and have placed it to the account of s.d Wilder twenty one pounds for said Horse allowing twenty shillings for the purchase and there remains in our hands a ballance due for that and one other Horse fifty three Dollars and thirty six Cents — - - - - - - after which the Action was continued from term to term unto the present term — and now the plaintiff appear — and the said Thomas Fiske being three times publickly called to come into Court makes default of his appearance here — and the said Trustees by Jonathan Grant Gent.n their Attorney appear and pray the opinion of the Court whether by Law they are chargeable as trustees of the said Fiske — ——

Whereupon it is considered by the Court — that the said Oliver Chapin and Oliver Esty are chargeable as trustees of the said Thomas Fiske and that the said John Nathaniel and Clarke do recover against the said Thomas the sum of twenty ~~four~~ Dollars twenty seven Cents damages and Costs of Suit taxed at £. 30,, 99

Whereupon the said Trustees by Jonathan Grant Gent.n their Att.y appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September next and recognizes with Sureties for their prosecuting the same appeal to effect. ——

The Inhabitants of Hadley in the County of Hampshire Pltffs. vs Stephen Goodman of the same Hadley Yeoman Defendant — in a plea wherein the said Inhabitants demand against the said Stephen possession of the following tract of Land lying in said Hadley to wit that piece of Land lying within the bounds hereafter mentioned, to wit, beginning at a point forty rods west of the lower end of the main Street in said Hadley seven rods south of the Lane or County road leading from said Street into the great Meadow

Sp. Hadley vs Goodman Sep. 1235/1796

and running South thirty rods then running East two degrees North thirty eight rods twenty two Links then North three degrees West sixteen rods to a stone near the east end of said Goodmans horse Shed thence West two rods thence by a Line running on the upright bank of Connecticut River on the south side of s^d Goodmans house Lot to the first mentioned point or Station, which the said Inhabitants claim as their inheritance and right whereunto said Stephen hath no right of entry but by disseizin by him unjustly committed within thirty Years last past and said Inhabitants say that within said term of Thirty Years they were seized of the premises in their demesne as of fee and right taking the profits to the Value of Fifty Dollars by the Year and the said Stephen hath unjustly and without Judgment entered into the same land within the said term last mentioned and disseized said Inhabitants and said Inhabitants complain that said Stephen unjustly deforceth them and still holdeth them out thereform to the damage of the said Inhabitants the sum of One hundred Dollars.

This Action was entered September Term Seventeen hundred and Ninety Six and continued from term to term untill May term Seventeen hundred and ninety seven — When the parties appeared in Court and agreed to refer this case to the Judgment and determination of Samuel Henshaw Lemuel ~~John~~ Dickinson and Solomon Stoddard Esqr they to determine in whom the title of the Land demanded is. their award or the award of the major part of them to be final — to be returned into this Court Judgment to be made up and Execution to issue accordingly which agreement of the said Parties was made the rule of this Court in the Case after which the case was continued from term to term untill the present term — and — now the said referees send here into Court their award — that the title of the following piece of Land being part of the ~~Land~~ tract of Land demanded in the Writ is in the plaintiffs Viz^t. a piece of Land beginning at a Stone near the east end of said Goodmans Horse Shed and running ~~a strait Line to the river~~ West two rods then turning and running South on a strait Line to the river — This strait Line to the River is to be two rods distance from a strait line continued in the Line of the Street from the said Stone to the River ——

And further we do ~~award~~ and determine that the Title of the remainder of the Land demanded in the Writ is in the defendant — We also award that the plaintiffs recover of the defendant five shillings damages and Cost of the reference taxed at Seventeen Dollars and eighty five Cents — and Costs of Court to be taxed by the Court — Which Award being read here in Court the same is accepted — Wherefore it is considered by the Court that the said Inhabitants of the Town of Hadley do recover against the said Stephen Goodman the sum of Eighty three Cents damages and Costs of Suit taxed at Thirty six dollars ninety six Cents — and thereof &c.

Ex^d. ifs Sepr. 23^d. 1797

Ashley v. Mather Sep. 23 1796

Israel Ashley of Westfield in the County of Hampshire Physician Pltff vs Samuel Mather wheelwright of the same Westfield Esqr Deft. in a plea wherein he demands &c as by the Writ and declaration on file — This Case entered September term 1796 and continued from term to term to this term — and Now at this term neither of the parties appearing the Case is dismissed ——

Ebenezer Selden of Middlefield in the County of Hampshire Yeoman plaintiff
vs Rufell Gillet of the same Middlefield Yeoman Defendt in a plea of trespass
whereon the said Ebenezer complains for this, for that the said Rufell at Mid
dlefield aforesaid on the first day of September in the year of our Lord seventeen
hundred and ninety five and at divers other days and times between that day
and the first day of August then next following with force and arms, to wit
with Sythes Rakes Axes and pitchforks broke and entered the close of him the
said Ebenezer to wit one close called the orchard piece and one close called the
string piece in Middlefield aforesaid and his Grass of the value of Fifty
Dollars then growing there cut down carried away and destroyed and other
wrongs the said Rufell then and there did and committed — and also
for that the said Rufell at said Middlefield on the second day of
July last past with force and arms broke and entered the other close
of the said Ebenezer in Middlefield aforesaid to wit one piece called
the spring piece and one other close called the orchard piece &
his grass then growing of the value of Forty dollars cut down
and carried away and other wrongs to the Pltff did to the damage
of the said Ebenezer Sixty Dollars ——

Selden
vs
Gillet
Sep. 26th. 1796

This Action was entered in Court at the September term seventeen
hundred and ninety six and continued from term to term to the
January term seventeen hundred and ninety seven at which
term the said parties appeared by their respective Attorneys
and agree to refer this Case to the Judgment and determination
of William Williams Nahum Eager and Samuel Fowler Esq
the award of them or any two of them to be final to be returned
into this Court Judgment to be made up and execution issue
accordingly which agreement of the parties is made the rule of
this Court in this case —— after which this case was continued
from term to term unto the present term — and Now the referees
aforesaid send here into Court their Award as follows to wit ——
That Elijah Barthelmew in the year seventeen hundred and ninety
one purchased of the plaintiff in the present action his farm in Mid-
dlefield for two hundred and seventy six pounds and received a good
and ample deed in Law of the same — that the said Elijah did in
fact verbally covenant with the said Ebenezer that he should enjoy
certain priveledges in the dwelling house and in the use and impr-
ovement of certain parcels of Land part of the same farm for fifteen
years in case he should live so long — of which parcels of Land the two
pieces on which the trespass is alledged to have been committed in
the plaintiffs Writ are a part and to give him a lease of the House
and parcels of Land for that term — that the said Lease was in fact drawn
by Eleazer Wales Esq. at the request of the said Ebenezer and Elijah
but never executed by the latter — That for those priveledges the said
Ebenezer was annually to discount with the said Elijah the interest
of Fifty eight pounds part of the sum mentioned in the Notes given
for the farm. — We do find that the defendant in the present action
at the time of the sale of the estate of the said Barthelmew by his
administrator, of which the said Rufell was purchaser was fully
acquainted with the foregoing facts viz the said agreement and

Covent

Covenant on the part of the said Barthelemew and purchased the same farm both under this known incumbrance and that of a Mortgage — It is therefore our opinion that he cannot avail himself equitably of any advantage under these Circumstances which the Law might give him in case he had not known the facts and we award that the said Russell for the trespass alledged in the plaintiffs Writ of which the Defendant is guilty shall pay to the said Ebenezer Twelve dollars and fifty Cents for damages and Costs of this reference taxed at thirty five dollars and thirty eight Cents together with the Costs of Court to be taxed by the Court. which award being read here in Court the same is accepted — Wherefore it is considered by the Court that the said Ebenezer do recover against the said Russell the sum of twelve dollars and fifty cents damages and Costs of Suit taxed at ninety five dollars and fifteen Cents and thereof &c.

Exd. issued Sept. 30. 1797 —

Howard v Phelands Nov. 16. 1796.

~~Joseph Phelan~~ Bezaleel Howard of Springfield in the County of Hampshire Clerk and minister of the first parish in said Springfield plaintiff v. Joseph Phelend of West Springfield in said County Gentleman defendant in a plea of lands wherein the Bezaleel demands against the said Joseph a certain tract of Land lying and being in said West Springfield part of the mine Stay Lot so called in the division of the outward Commons so called South of Agawam River formerly in said town of Springfield being the eighty eighth Lot in number — that is to say that part of the Ministry Lot. lying west of an old Grant of Land so called formerly James Phillips and now in the possession of one - - - - Lathrop and bounding eastwardly thereon and bounding southwardly on Lot Number Eighty nine so called laid out to James Warner and Northwardly on Lot Number Eighty seven laid out to Joseph Ely in the same division of said outward Commons and westwardly on the divisional Line between said town of West Springfield and the town of Southwick which said tract of Land above described the said Bezaleel demands with the appurtenances as his right in fee simple belonging to him and his successors in said office as the lawful minister of the Gospel and incumbent of the said first parish in Springfield in that right and capacity and whereon the said Joseph hath not entry but by disseizin by him committed within fifteen Years now last past — and whereupon the said Bezaleel says that within fifty years now last past One Robert Breck Clerk late of said Springfield deceased and lawful Minister of the Gospell of and in said parish the predecessor of the said Bezaleel and whose next immediate successor in said office said Bezaleel is was seized of the said demanded tract of Land with the appurtenances in his demesne as of fee and right in his said corporate right as Minister of the said first Parish in Springfield as aforesaid taking the profits thereof to the value of Ten dollars by the Year and the said Joseph Phelend unjustly and without Judgment entered into the same tract of Land above described and demanded within the term of fifty years now last past and disseized the sd Robert

Breck —

Bouck thereof - and afterwards the said Robert Bouck died seized of a right to the same tract of Land with the appurtenances and from the said Robert Bouck after his death the same right to the same Land with the appurtenances descended to the said Bezaleel the plaintiff his next immediate Successor in said office as aforesaid who ought by Law and right to hold and enjoy the same nevertheless the said Joseph unjustly deforceth and holdeth him out to the damage of the said Bezaleel the sum of Six hundred Dollars. ——

This Case was entered in this Court at Nov. Term Seventeen hundred and ninety six and continued from term to term to this term - and now at this term the plaintiff by John Hooker Esq. his Attorney appears - and the said Joseph by Simeon Strong Esq. his Attorney comes and defends the force and Injury when &c and for plea says he is not guilty in manner and form as the said Bezaleel in his declaration has alledged and thereof puts himself on the Country - ——

And the said Bezaleel reserving liberty of replying anew on the appeal of this action says that the plea aforesaid is insufficient and that he is not by the Law of the Land bound to make answer thereto and thereof prays Judgment - and the said Joseph consenting to said reservation says that his plea aforesaid is sufficient and thereof prays Judgment — all which being seen and understood by the Court it appears to the Court that the plea aforesaid of the said Joseph is a full and sufficient answer to the declaration of the said Bezaleel & that he the said Bezaleel by his plea aforesaid ought to receive nothing therefore it is considered that the said Bezaleel by his plea aforesaid do receive nothing but that for his groundless claim he be in mercy &c and it is further considered that the said Joseph do recover against said Bezaleel his Costs taxed at £ 14-4 and thereof &c —

after all which the said Bezaleel by John Hooker Esq. his attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with Surties to prosecute the same appeal with effect. ——

Buckland &c. vs Niles — Nov. 32/1796.

Aaron Buckland and John Foot both of East Hartford in the County of Hartford and state of Connecticut merchants Plaintiffs vs. Nathan Niles of Wilbraham in the County of Hampshire Trader defendant in a plea of the case for that the said Nathan at Wilbraham aforesaid on the ninth day of April last past by his promissory Note of hand of that date for value received promised the said Aaron and John by the Name of Buckland and Foot to pay them the sum of Ten pounds ten shillings lawful money which is equal to Thirty five dollars, on demand with interest — Yet the said Nathan tho often thereto requested hath never paid the sum but hitherto hath and still does unjustly neglect and refuse so to do — to the damage of the said Aaron and John the sum of Sixty dollars —

This action was entered in this Court at the November term last past and continued from term to term untill the present term - and now at this term the plaintiff by John Hooker Esq. his Attorney appears — and the said Nathan by George Bliss Esq. his Attorney comes and defends the force and injury when &c and reserving to himself liberty to waive this plea and plead

anew —

anew on the trial of the appeal and consenting that one trial shall be final on his part and that the action shall stand as if the Verdict had passed against him, says the declaration of the plaintiff and the matters therein contained are insufficient &c and to which he is not bound to answer all which he is ready to verify wherefore he prays Judgment
And the plaintiff consenting to said reservation on the terms mentioned in said plea says the said declaration and the matters therein contained are sufficient and therefore prays Judgment
All which being seen and understood by the Court it appears to the Court that the declaration of the plaintiff and the matters therein contained are sufficient Wherefore it is considered by the Court that the said Aaron & John do recover against the said Nathan Thirty four dollars and seventy two Cents damages and Costs of Suit taxed at $ 32-88 8 thereof &c
Whereupon the said Nathan appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and recognizes with sureties to prosecute the same appeal with effect.

Cooke
v
Russell
Nov/54/1796.

Samuel Cooke of New Salem in the County of Hampshire Gent.n plaintiff v. Eli Russell of the same New Salem Yeoman defendant in a plea of trespass wherein the said Samuel complains that the said Eli on the first day of April last past in said New Salem and on divers days and times between the first day of April and the first day of October current the said Samuels Close at New Salem aforesaid called the Lot No. 104. in the third division of Lots in said New Salem with force and arms broke and entered and the said Samuels Grass and herbage there lately growing to the Value of Ten dollars with Carts and oxen did break tread down and destroy and the said Samuels soil within the same with Carts and Oxen as aforesaid did break up and subvert and one hundred pine trees of the Value of One hundred Dollars all found within the d. Close with force and arms took and carried away contrary to Law and against our peace and to the damage of the said Samuel One hundred Dollars
This action was entered in this Court at the last November term and continued from term to term this term. and now the plaintiff by Edward Upham Gent.n his attorney appears - and the said Eli Russell comes and defends the force and injury when &c and for plea says he is not guilty in form and manner as the plaintiff in his Writ and declaration has alleged and thereof puts himself on the Country - and the said Samuel Cooke reserving to himself liberty to waive this demurrer and join the issue at the Supreme Judicial Court and agreeing that one trial on his part shall be final says the plea of the said Eli in manner and form as above pleaded in bar is insufficient &c and prays Judgment for his damages and Costs
and the said Eli agreeing to said reservation says his plea is good and sufficient and prays that his Costs may be allowed him
all which being seen and understood by the Court it appears to the Court that the plea of the said Eli by him pleaded is a full and sufficient answer to the declaration of the said Samuel and that the said Samuel by his plea ought to recover nothing - Wherefore it is considered that the said Samuel by his plea do recover nothing but that for his groundless claim

he be in mercy &c. And it is further considered that the said Eli recover against the said Samuel his Costs taxed at Thirty five dollars thirty eight cents. Whereupon the said Samuel appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of September instant and acknowledges with surties to prosecute the same appeal with effect ——

Jonathan Houghton of Montague in the County of Hampshire Yeoman plaintiff v Thomas Jewett and Mathew Martin both late of Wardborough in the County of Wordham and State of Vermont Yeomen defendants — in a plea that they the said defendants render to him the said Jonathan the sum of four hundred Dollars which to him they owe and from him unjustly detain for this to wit for that whereas the said Thomas and Mathew at Wardborough to wit at Northampton aforesaid on the fifteenth day of February last past by their certain writing obligatory of that date sealed with the seals of the said defendants in Court to be produced the date whereof is the same fifteenth day of February acknowledged themselves to be held and stand firmly bound and obliged to the plaintiff in the sum of four hundred dollars to be paid to him the said Jonathan on demand — Yet the said defendants have not nor hath either of them paid said sum or any part thereof to the plaintiff but neglect and refuse to do it — to the damage of the sd Jonathan Four hundred Dollars ——

Houghton v Jewett & al. Nov. (61) 1796.

This action was entered in this Court at the last November term and continued from term to term unto this Term — and now at this term the plaintiff appears and discontinues his action and the defendant appears and prays his Costs may be adjudged him — Wherefore it is considered by the Court that the Defendants recover against the said Jonathan their Costs taxed by agreement at Ten Dollars — and thereof &c. ——

Benjamin Healy of Chesterfield in the County of Hampshire plaintiff v Adrian Fitch of Worthington in the same County Yeoman Defendant in a plea of trespass on the case for that whereas the said Adrian at said Northampton on the sixth day of November in the Year of our Lord one thousand seven hundred and ninety four by his Note in writing under his hand of that date for Value received promised to pay Ephraim Whitaker or bearer the Sum of Nine pounds five shillings equal to thirty dollars and eighty three cents in two months from the date (meaning the date of sd Note) which time has now past with interest from the date and afterwards to wit on the same sixth day of November at said Worthington the said Ephraim Witaker sold and disposed of the said Note to the plaintiff and then & there delivered the same (unto him) Note then wholly due and unpaid to the Pltff. whereby the plaintiff then and there became and was and still is the proper bearer of said Note, of which the said Adrian there afterwards on the same day had Notice and thereby became liable and chargable to pay the Contents of said Note according to the tenor of the same to the plaintiff — and being so chargeable the said Adrian then and there in consideration thereof assumed on himself and to the plaintiff faithfully promised to pay him the contents of the same Note according to the tenor of the same —— Also for that whereas on the first day of April last at said Worthington in consideration that the plaintiff had there before that time at the special instance and request of the sd Adrian purchased and procured of the said Ephraim Witaker a certain other Note of the like date whereby the said Adrian promised to pay said Ephraim or bearer another like sum of Nine pounds five shillings

Healy v Fitch Nov. 12th 1796

equal to Thirty Dollars and eighty three Cents in two months from the date (meaning the date of said Note) with interest from the date (meaning the date of the last mentioned Note) the said Adrian assumed on himself and to the plaintiff then and there faithfully promised to pay him the last mentioned sum on demand with Interest — Also for that the sd Adrian at said Worthington on the said first day of April was justly indebted to the plaintiff in a further sum of Forty dollars for the like sum there before that time by the plaintiff laid out expended and paid for the said Adrian and at his special instance and request and being so indebted he the said Adrian in consideration thereof assumed on himself and to the plff then and there faithfully promised to pay him the last mentioned sum on demand — Also for that the said Adrian at said Worthington on the said first day of April was justly indebted to the plaintiff in a further sum of Forty Dollars for the like sum there before that time had and received by the said Adrian and to the Pffs use — and the said Adrian being thus then and there so indebted in consideration thereof assumed on himself and to the plaintiff then and there faithfully promised to pay him the last mentioned sum on demand — Yet the said Adrian tho often requested has never performed either of his said promises but unjustly neglects them — To the damage of the said Benjamin the sum of Forty Dollars —

This Case was entered in this Court at the last November term and continued from term to term to the present term — and now the plaintiff by Benjamin Parsons Gent his Attorney appears and the defendant tho three times publickly called to come into Court on his default of his appearance here — Wherefore it is considered by the Court that the said Benjamin do recover against the said Adrian the sum of Thirty four dollars 18 twenty two Cents damages and Costs of Suit taxed at $17.37. & thereof &c.

Exd. Hooker Sept. 20. 1797.

Edwards vs Maxwell & al. Nov. 12th 1796

Thomas Edwards of Keene in the County of Cheshire and State of New-Hampshire Physician Plaintiff v. Thompson Maxwell Gentleman & Joshua Maxwell Yeoman both of Chesterfield in the County of Hampshire Defendants in a plea of trespass on the case for that whereas on the first day of June last past at Keene to wit at said Chesterfield in consideration that the plaintiff at the special instance and request of the sd Thompson and Joshua would buy of the said Thompson and Joshua a certain Bay Horse commonly called the Gordon Horse at or for a certain large price or sum of money to wit for the price or sum of six hundred Dollars of the Lawful money of this Commonwealth paid by the sd Thomas to the said Thompson and Joshua for the same Horse they the said Thompson and Joshua then and there undertook and faithfully promised the said Thomas that the said Horse was then and there the real and sole property of them the said Thompson and Joshua and that they the said Thompson and Joshua had then and there good right and authority to sell and dispose of the same horse, and the said Thomas in fait saith that he confiding in the promise and undertaking of them the said Thompson and Joshua so by them made as aforesaid there afterwards to wit on the same day at the special instance and request of the said Thompson and Joshua did buy of them the said Thompson and Joshua the said Horse at and for the sd price or sum of Six hundred Dollars and then and there paid them

the said Thompson and Joshua the said sum of Money [illegible] said Hose
Yet the said Thompson and Joshua not regarding their said promise and under
taking made by them as aforesaid but contriving and fraudulently intending
to injure the said Thomas in this behalf did not regard their said promise
and undertaking so by them made as aforesaid but craftily and subtilly de-
ceived the said Thomas in this that the said hose at the time of the making
of the said promise and undertaking of the said Thompson and Joshua was
not the property of the said Thompson and Joshua nor the property of either
of them and did not to them or either of them belong and that they the said
Thompson and Joshua nor either of them had then and there any right or
authority to sell or dispose of said hose but on the contrary the said Hose
was then and there the real and sole property of one Prince Boyant —
whereby the said Thomas on the twenty second day of August last past
at said Chesterfield was deprived of said Hose and lost the use & profit
of said Hose and still is deprived of said Hose and said Hose now is
and ever since has been of no use or value to the said Thomas ——
Also for that whereas the said Thompson and Joshua at said Chesterfield
on the day of the purchase of this Writ was justly indebted to the sd
Thomas in the sum of Eight hundred Dollars of the lawful money
of this Commonwealth for money by the said Thomas before that time
laid out expended and paid for the said Thompson and Joshua and at
their special instance and request and being so indebted they the sd
Thompson and Joshua in consideration thereof then and there undertook
and faithfully promised the said Thomas to pay him the said last
mentioned sum when they the said Thompson and Joshua should
be thereto afterwards requested — Also for that whereas the sd Thomp
son and Joshua at said Chesterfield on the day of the purchase of this
Writ was justly indebted to the said Thomas in a further sum of
Eight hundred Dollars of like lawful money for so much money by
the said Thompson and Joshua before that time had and received to
the use of the said Thomas and being so indebted they the sd Thompson
and Joshua in consideration thereof then and there undertook and
faithfully promised the said Thomas to pay him the last mentioned
sum of Money when they the said Thompson and Joshua should be
afterwards thereto requested — Yet the said Thompson and Joshua not
regarding their several promises and undertakings as aforesaid but
contriving and fraudulently intending craftily and subtilly to de-
ceive and defraud the said Thomas have not nor either of them has
yet the often requested by the said Thomas performed or fulfilled
either of their said promises and undertakings nor any part of either
of them but unjustly neglects and refuses so to do — to the dam
age of the said Thomas Edwards Eight hundred Dollars ——
This Case was entered in this Court at the last November term and
continued from term to term unto the present term — and now at this
Term the plaintiff by Benjamin Parsons Gent. his Attorney appears
and the Defendants the three times publicly called to come into Court
make default of their appearance here — Wherefore it is considered
by the Court that the said Thomas do recover against the sd Thomp-
son and Joshua two hundred ninety one dollars fifty Cents damages
and Costs of suit taxed at $ 22.90 & Thereof &c.

Exd signed Sept. 20th 1797.

Kingsley
vs
Bradish
Jan. 25. 1797

Moses Kingsley of Chesterfield in the County of Hampshire Gentleman Plaintiff
vs James Bradish of Cummington in the same County Physician Defendt
in a plea of the Case for that the said James at said Chesterfield on the fifth day
of October last past by his Note in writing under his hand of that date for value
received promised the said Moses to pay him or his order five hundred and
sixty four Dollars on demand with Interest yet the said James tho often
requested hath never paid the Contents of said Note or any part thereof but
unjustly neglects it to the damage of the said Moses Seventeen Dollars —
This Action was commenced at the last January term of this Court and
continued from term to term unto this term and now the plaintiff by Bn
Parsons Gent. his attorney appears and the defendant tho three times publickly
called to come into Court makes default of his appearance here — Whereon
it is considered by the Court that the said Moses recover against the said
James the sum of Five hundred and ninety five dollars and eighty six
Cents damages and costs of Suit taxed at $ 34.45 and thereof &c —

Exd. issued Sept. 20. 1797. —

Cowen
vs
Sage
Jan. 27. 1797.

Job Cowen of Situate in the County of Plymouth Yeoman Plaintiff of
Calvin Sage of Chesterfield in the County of Hampshire Yeoman Deft
in a plea wherein the said Job demands against the said Calvin a certain
tract of Land lying and being in said Chesterfield to wit forty eight acres
of the east part of Lot Number thirty in the after draught in the Hingham
propriety and is bounded as follows bounded East by Cephenus Cowles
Land North on Mr Tilldens Land West on Elijah Warners Land and South
on Eleazer Kings Land with the appurtenances of which the said Calvin
unjustly and without judgment disseized the said Job within thirty years
now last past and whereupon the said Job saith that he himself within
thirty years now last past was seized of the aforesaid tract of Land with the
appurtenances in his demesne as of fee and right in time of peace
taking the profits thereof to the value of ten Dollars by the year and
of which the said Calvin hath disseized the said Job as aforesaid
and thereof he brings suit — The disseizin committed as aforesaid by
the said Calvin to the damage of the said Job three hundred Dollars
This Case was entered in this Court at the last January term and from
thence continued to May Term and thence to the present term — and now
at this term the Plaintiff by Benjamin Parsons Gent. his Attorney appears
and the defendant by Caleb Strong Esq. his Attorney comes and defends the
force and Injury when &c and for plea says he is not guilty in manner
and form as the plaintiff has alledged and thereof puts himself on the Country
And the said Job reserving leave to waive this demurrer and plead
anew on the trial of appeal says that the plea of the said Calvin above
pleaded is an insufficient answer to his declaration and that he is not bound
by the laws of the Land to reply thereto whereon for want of a sufficient
plea he prays Judgment for his damages and costs —
and the said Calvin saith his plea is sufficient —
All which being seen and understood by the Court it appears to the
Court that the plea of the said Calvin by him pleaded is a full and
sufficient answer to the declaration of the said Job and that the
said Job by his plea ought to recover nothing Wherefore it is considered
by the Court that the said Job by his plea do recover nothing but that
for his groundless claim he be in mercy &c — and it is further considered
that the said Calvin recover against the said Job his costs taxed at
Nine Dollars and forty three Cents —

after —

which the said Job Cowen by Benjamin Parsons Gent. his Attorney comes and appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with sureties to prosecute the same appeal with effect. —

Colmen vs Wells — Jan. 30th 1797

William Colmen of Greenfield in the County of Hampshire Attorney at Law plaintiff vs Thomas Wells of Greenfield in said County Yeoman alias Gent. defendant in a plea of the case for that the said Thomas at Greenfield aforesaid on the first day of December in the year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the plaintiff to pay him the sum of forty dollars on or before the first day of February then next with Interest — and also for that whereas the said Thomas at said Greenfield on the first day of December last aforesaid by his other note under his hand of that date for Value received promised the plaintiff to pay him another sum of sixty dollars in fifteen days from the date of said Note with Interest Yet he hath never paid either of said Notes but neglect it to the damage of the said William One hundred Dollars

This Case was entered at the last January term of this Court and continued from term to term unto this term and Now at this term the Plaintiff by Richards & Newcomb Gent. his Attorney appears and the defendant who three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said William do recover against the said Thomas the Sum of Seventy Seven dollars and ninety eight Cents damages and Costs of Suit taxed at £15-90 and thereof &c. —

Exhibited Sept. 15th 1797.

Cooke vs Pierce — Jan. 16/ 1797

Samuel Cooke of New Salem in the County of Hampshire Gent. plaintiff vs John Pierce the second of the same New Salem Yeoman Deft. in a plea of trespass on the Case for that whereas the said Samuel at New Salem ~~in~~ at Northampton aforesaid on the fifteenth day of January in the Year of our Lord one thousand seven hundred and ninety six was in possession of nine thousand fifteen inch white pine Shingles of the Value of twenty five dollars as of his own proper Goods and Chattells and being so thereof possessed he said Samuel there afterward and on the same day and year last aforesaid casually lost said nine thousand Shingles out of his hands and possession which same Shingles there afterward on the same day and Year aforesaid at Northampton aforesaid by finding came to the hands and possession of the said John Pierce. Yet said John Pierce the well knowing said Shingles by him so found as aforesaid to be the proper Goods and Chattells of the plaintiff but contriving & intending to defraud him of the same hath not the often requested delivered said Shingles to the plaintiff but there afterwards on the same day converted and disposed of the same Shingles to his own use to the damage of the said Samuel Forty Dollars — —

This Case entered in this Court at the last January term and continued from term to term unto the present term — and now at this term the plaintiff appears and discontinues his suit — and the defendant appears and prays his Costs may be adjudged him — whereupon it is considered by the Court that the said John Pierce do recover against the sd Samuel Cooke his Costs of suit taxed by agreement of the parties at twenty four Dollars and sixty nine Cents and thereof &c — —

Exhibited Sept. 22. 1797. —

Woodward
vs
Mayo
Jan.y (73) 1797

Amos Woodward of Orange in the County of Hampshire Gentleman vs Benjamin Mayo of said orange Gentleman defendant in a plea of the Case for that the said Mayo at said orange on the twenty second day of December in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the Deft to pay him or order fifty five Dollars and twenty seven Cents and the Interest on demand - Yet the said Mayo tho requested the same sum and interest hath not paid but neglects it - to the damage of the said Woodward Seventy dollars. —
This case was entered at the last January term and continued from term to term to the present term - and Now at this term the plaintiff being three times publicly called becomes nonsuit and the defendant becomes defaulted and the action is dismissed —

Mather
vs
Gillet & agents
Jan.y (100) 1797

Thomas Mather of Chester in our County of Hampshire Hatter plaintiff vs Aaron Gillet late of Westfield in the same County Tradesman alias Yeoman and agents, viz Zachariah Burk Junr. of Westfield Gent - Nathan Parks Yeoman Samuel Avery Yeoman Amos Fairbee Yeoman and Joseph Gorham Yeoman all of Montgomery in said County — in a plea of trespass on the Case for that the said Aaron at Norwich in said County on the sixteenth day of June in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or his order the sum of Eighteen dollars Lay. (meaning lawful money) worth of Grain at Cash price said Grain to be delivered at my now dwelling house in Westfield (meaning the dwelling house of the said Aaron) by the fifteenth day of October next with use (meaning with Interest till paid — And the plaintiff avers that he hath ever been ready to receive said Grain according to the tenor of said Note Yet the s. Aaron tho often requested hath never paid the Contents of s. Note but neglects it - To the damage of the said Thomas Fifty Dollars — This Case was entered at the January term last past - and Zachariah Burk Junr. Nathan Parks Samuel Avery Aaron Fairbee and Joseph Gorham agents and trustees of the said Aaron Gillet tho three times publicly called to come into Court made default of their appearance after which the case was continued from term to term to this term & now at this term the plaintiff by his Attorney appears and the Deft tho three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Thomas Mather do recover against the said Aaron Gillet the sum of Nineteen dollars and thirty Cents damages and Costs of Suit taxed at $12. 37 and thereof &c —

Exn issued Sept. 15. 1797.

Fuller
vs
Warren
Jan.y (111) 1797

Whereas Elisha Fuller of Ludlow in the County of Hampshire Shopkeeper by the consideration (at a Court holden before Moses Bliss Esq. one of the Justices of the peace for said County of Hampshire at his dwelling house in Springfield in said County on the fifteenth day of August in the year of our Lord one thousand seven hundred and ninety six by the consideration of the said Justice on now

appearance he recovered Judgment against Rufus Frank of Palmer in said County Gentleman for the sum of twenty two dollars thirty four cents damages and Costs of Suit taxed and allowed at three dollars ninety three cents whereof the said Rufus is convict as by the record thereof before the said Justice remaining manifestly appears, Copy of which record the said Elisha bring into Court and all the Judgment therein rendered and execution issued thereon of the price of twenty five cents yet the same is returned to the said Justice by Parson Clapp deputy Sheriff of said County of Hampshire to whom the same execution was directed and committed that he had made diligent search and could not find either the body of the said Rufus or his estate to satisfy the said Execution so that the whole remaineth unsatisfied — And the said Elisha avers that the said Rufus hath avoided and could not be found to satisfy the same execution whereof the said Elisha hath supplicated us to provide him a remedy in this behalf against Isaac Warren of Palmer in said County Yeoman who was bail for the said Rufus on the original process — Now to the end that Justice be done We command you that you make known to the said Isaac Warren who was surety for the said Rufus on the original process on which said Judgment was rendered for his appearance at Court and abiding said Judgment and not avoiding that he appear &c —

This Case was entered at January term last past — and continued from term to term to the present term and now at this term the plaintiff by his Attorney appears and the said Isaac Warren the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elisha recover against the said Isaac the sum of twenty eight dollars and ~~sixteen~~ twelve cents damages and Costs of Suit taxed at £1 12s 10d and thereof &c

Exd. Jnuary Septr. 20. 1797 —

David Dewey Junr. of Southampton in the County of Hampshire Plaintiff vs Israel Carpenter late of Norwich in said County Yeoman Defendant and Eliakim Sylvester of the same Norwich Physician agent and trustee of the said Israel — in a plea that the said Israel render to the said David the sum of Fifteen pounds lawful money equal to Fifty dollars which to him he owes and from him unjustly detains for this to wit, that whereas the said Israel at Norwich aforesaid on the ninth day of September in the year of our Lord one thousand seven hundred and ninety one by his written writing obligatory sealed with the seal of the said Israel and in Court to be produced the date whereof is the day and year above said acknowledged himself to be holden and stand firmly bound and obliged to the said David in the sum of Fifteen pounds which the plaintiff avers is equal to Fifty Dollars to be paid to him the said David on demand — Yet the said Israel the other defendant hath not paid said sum or any part thereof to the Plff but unjustly and refuses to do it — to the damage of the said David the sum of Forty Dollars —

Dewey vs Carpenter & agt. Jany 123. 1797

This Case was entered at January term last past — at which term the plaintiff by Samuel Hinckley Esq. his Attorney appears — and the said Eliakim Sylvester agent and trustee as aforesaid of the said Israel — appears —

appears in Court and being examined under Oath whether at the time of the Service of the Writ he had any Goods effects or Credits in his hands, says, that sometime in the Year 1794 he gave a Note to said Carpenter for Twelve Pounds or thereabouts payable if not mistaken in the month of November 1794 with Interest — that said Carpenter had drawn two orders on him one for 8/2 and the other for eighteen shillings, that he has a Note dated July 12. 1794 — for £10/0 on Interest against said Carpenter and which sums of the orders and Note are to be taken out of the note given said Carpenter as aforesaid — after which the case was continued from term to term unto this term and now at this term the plaintiff appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said David Dewey Jr do recover against the said Israel Carpenter the sum of Twenty dollars — Damages and Costs of suit taxed at $ 14-26 and thereof &c — —

Exn iss Sept. 16 1797 —

Perry
vs
Brown
Jan. 12. 1797

Joseph Perry of South Brimfield in the County of Hampshire Husbandman vs Sybil Brown of said South Brimfield single woman Deft in a plea of trespass &c as by the declaration in the Writ on file — This Case was entered in this Court at January term last past and continued from term to term to the present term and now at this term the plaintiff tho three times publickly called to come into Court becomes Nonsuit and the defendant defaulted and the case is dismissed —

Codwise & al.
vs
Chapin & al.
Jan. 7/14/19/ 1797.

George Codwise Peter Ludlow and James Codwise all of the City County and State of New York Merchants and Copartners in trade Plaintiffs vs Oliver Chapin and Oliver Ely both of Orange in the County of Hampshire Joint traders deft in a plea of the Case for that the said Chapin and Ely at Northampton aforesaid on the day of the purchase of this Writ being indebted to the plaintiffs in the sum of Seven hundred & thirty Eight dollars & seventeen Cents according to the Schedule hereto annexed and then and there in Consideration thereof promised the said plaintiffs to pay them the same Sum on demand Yet the aggrieved said Chapin and Ely said Sum have not paid but neglect it to the damage of the said Codwise Ludlow and Codwise the sum of Fourteen hundred Dollars —

~~And the said Chapin and Ely come into Court and defend &c when &c~~ — This Case was entered at the last January term and continued from term to term to this term - and now at this term the plaintiffs by [illegible] Solr Vose Gent their Attorney appear and the Deft by Joseph Dorr their Attorney come into Court and defend &c when &c and for plea say / reserving Liberty to plead anew at the Supreme Court that they are not guilty in manner and form as the plaintiffs have alledged and thereof put themselves on trial - - - - - and the said George Peter and James consenting to the above reservation say that the plea above pleaded and the Matters therein contained is insufficient in Law and that they are not bound

by.

Law to answer thereto and this they are ready to verify and therefore pray Judgment for their damages and Costs by their Attorney Now. — and the Said Chapin and Esty say their plea above pleaded is good and sufficient &c &c — all which being seen and understood by the Court it appears to the Court that the Plea of the said Chapin and Esty by them above pleaded is an insufficient plea and answer to the declaration of the said Plaintiffs Wherefore it is considered by the Court that the said Godwise Ludlow & Godwise do recover against the said Chapin and Esty the sum of Seven hundred and thirteen dollars and eighteen cents damages and Costs of Suit taxed at twenty two dollars and sixty six cents — ——

Whereupon the said Chapin and Esty by Joseph Porter Gent. their Atty appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognize with with sureties to prosecute the same appeal with effect. ——

Lamb vs McKennon & al. Sept. 1/136/1797

Elijah Lamb of Goerfield in the County of Hampshire trader plaintiff v. George McKennon late of Charlemont in said County Gent. an absending debtor Defendant, and Willis Wilder of Heath in said County Yeoman Agent and trustee of the said McKennon — in a plea of the Case for that whereas the said George at Charlemont aforesaid on the twelfth day of January in the year of our Lord One thousand seven hundred and ninety three by his Note under his hand of that date for Value received promised the said Elijah to pay him or his order the sum of two pounds five shillings and eight pence equal in Value to seven dollars and sixty two cents on demand with use (meaning Interest.) Also for that the said George there afterwards to wit on the day of the purchase of this Writ was justly indebted to the said Elijah in an other sum of Fifty seven dollars to balance Accounts for Goods Wares and Merchandizes there before that time sold and delivered by said Elijah to the said George at his request as also for work labour and Services there before that time done and performed by the said Elijah for said George at his like request and being so indebted he the said George then and there in Consideration thereof promised said Elijah to pay him the last mentioned Sum on demand — Yet he has never performed either of his said promises though often requested but neglects it. to the damage of the said Elijah the sum of Sixty six Dollars ——

This Action was entered at January term last past at which term the plaintiff by J Leavett Gent his Attorney appeared — and Willis Wilder the Agent aforesaid appeared in Court and being examined under Oath whether at the time of the service of this Writ he had any goods Effects or Credits of the said George McKennon in his hands, says — About four years ago he gave said George a Note payable the first day of October last in Neat Stock on which said note there was then due about Ninety four Dollars for the payment of which I turned out property which was then appraised off to said George which property consists of three Cows and one pair of Steers which ever since have been and still are in my possession — after which the Case was continued from term to term untill this term — And now at this term the plaintiff by J Leavett his Attorney appear—

appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Elijah Lamb recover against the said George McKinnon the sum of Sixty six dollars and seventy five Cents damages and Costs of Suit taxed at $ 23-63 and thereof &c—

Exon issued Sept. 19. 1797. ——

Ritter
v
Page & al.
Jan. 137. 1797

William Ritter of Barnardstown in the County of Hampshire pltff
v Paul Page and Isaac Pickham both of Leyden in said County Yeomen Defts
in a plea of trespass &c. This Case was entered at January term last past and continued to this term — and now at this term the plaintiff becomes non suit —
The defendants by Newcomb their Atty appear and pray their Costs may be allowed them — wherefore it is considered by the Court that no Costs be allowed —
Whereupon the said Paul & Isaac by their said Attorney appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and recognize with surities to prosecute the same appeal with effect. ——

Giles
v
McKinnon & Agt.
Jan. 138. 1797

Edward Giles of Charlemont in the County of Hampshire Yeoman plaintiff v George McKinnon late of the same Charlemont Gentleman an absending Debtor Defendant and Willis Wilder of Heath in said County Yeoman Agent and trustee of the said George — in a plea that to the said ~~George~~ Edward the said George render the sum of twenty seven dollars and fifty five Cents which he owes him and from him unjustly detains for that whereas the sd Edward by the consideration of our Justices of our Court of Common pleas holden at Springfield within and for said County of Hampshire on the third tuesday of January in the year of our Lord one thousand seven hundred and ninety four recovered Judgment against Ebenezer Bacon late of Charlemont aforesaid Labourer and George McKinnon of the same Charlemont Gentleman. Attorney. Agent Factor and trustee of the sd Ebenezer for the sum of five pounds twelve shillings of lawful money damages equal in value to eighteen dollars and sixty seven Cents and two pounds twelve shillings and five pence Costs of Suit equal in value eight dollars & Seventy four Cents. on which said Judgment an execution in due form of Law issued afterwards to wit on the sixth day of February in the year of our Lord as aforesaid was issued from the office of the Clerk of said Court for the sums aforesaid together with one shilling lequal to seventeen Cents for said execution which said execution afterwards to wit on the sixth day of May in the year aforesaid was duly returned into the Clerks office of said County in no part satisfied as by the record and proceedings thereof ready in Court to be produced may appear which said Judgment still remains in full force unreversed and wholly unsatisfied whereby an action hath accrued to the said Edward to recover of the said George the sums aforesaid with the lawful Interest thereof Yet the said George the often requested hath never paid the same but neglects it to the damage of the said Edward Sixty Dollars ——

This Case was entered in this Court at the last January term at which term the plaintiff appeared and the said Willis Wilder the aforesaid Agent came

into Court and being examined under oath says that about four years ago he gave said George a Note payable the first day of October last in our Stock — on which said Note there was then due about ninety four Dollars — for the payment of which he then turned out property which was there appraised to said George which property consists in three Cows and one pair of Steers which ever since were and still remain in his possession and that he had no other property of the s.d M.Clennon in his hands at the time of Service. — after which the Case was continued from term to term to the present term and now at this term the plaintiff by J. Lee Esq.r his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Edward do recover against the said George the sum of thirty three dollars and forty Cents damages and Costs of Suit taxed at $23-66 — and thereof &c.

Exd ~~Jan.~~ Sept. 19. 1797

Brown v. Perry Sept. 157/1797.

Sybil Brown of South Brimfield in the County of Hampshire single Woman Appl.t v. Joseph Perry of said South Brimfield Husbandman Appellee — This Case was entered at the last January term and continued from term to term unto this present term — and now at this term the Appellant becomes Nonsuit and the Appellee defaulted — wherefore this action is dismissed —.

Jame v. Jame Sept. 161/1797.

Sybil Brown of South Brimfield in the County of Hampshire single Woman plaintiff v. Joseph Perry of South Brimfield aforesaid Yeoman deft. in a plea of the Case &c This Case was entered at the last January Term and continued from term unto this Term. and now at this term neither of the parties appear and the Case is dismissed —

Parker v. Cooke Sept. 160/1797.

Stanton Parker of Cambridge in the County of Middlesex Merchant Plaintiff v. Samuel Cooke of New Salem in the County of Hampshire trader alias Yeoman Deft. in a plea of the case for that the s.d Cooke at s.d Cambridge to wit at said Northampton on the twenty first day of May last past by his note under his hand of that date by him subscribed for Value received promised said Parker to pay him or his order the sum of One hundred and thirty five dollars on demand with Interest — Also for that the said Cooke at s.d Northampton aforesaid on the twenty fifth day of June last past by his note under his hand of that date by him subscribed for Value received promised the said Parker to pay him or his order sixty five dollars & thirty six Cents in sixty days from the date — Yet said Cooke though said sixty days are past and though requested has never paid the same but neglects it — Also for that the said Cooke at s.d Northampton on the day of the purchase of this Writ being indebted to the said Parker in the sum of four dollars and seventy three Cents according to the Schedule annexed did then & there in consideration thereof promise said Parker to pay him that sum on demand — Yet the said Cooke the often requested has never paid said sums or either of them but neglects it — to the damage of the said Parker the sum of three hundred Dollars —

This Case was entered at January term last past and continued from term to term to the present term — and Now the plaintiff by Plea

Merrick Esq. his Attorney appears — and the Deft. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Stanton Parker do recover against the said Samuel Cooke the sum of One hundred and Ninety Seven Dollars and Sixty three Cents damages and Costs of Suit taxed at $17-21 and thereof &c.

Extd. issued Sept. 21. 1797. —

Black vs Gillett & Agent Sept. 16th. 1797.

James Black of Chester in the County of Hampshire Gent. plaintiff vs. Aaron Gillett of Westfield in the same County trader defendt. and Israel Ashley of Westfield aforesaid Physician agent and trustee of the said Aaron Gillett — in a plea of trespass on the case for that the said Gillet at Norwich in said County on the twenty fifth day of June in the year of our Lord Seventeen hundred and ninety six by his note in writing under his hand of that date for Value received promised the said Black to pay him or his order the sum of forty two dollars and fifty Cents by the twenty fifth day of September then next with use Yet the d. Gillet though often thereto requested hath not paid the Contents of said Note but neglects it — to the damage of the said James Black the sum of Seventy dollars. —

This Case entered at the last January term — when the plaintiff appeared by his Attorney — and the Said Israel Ashley the Agent aforesaid appears also in Court and being examined under Oath says — that at the time of the Commencement of this Suit he had neither Goods Chattells effects or Credits of the said Aaron Gillet in his hands — that according to bargain Gillet was indebted to him — That Aaron Gillet bought of him twenty Acres of Land and was to pay therefor twenty shillings per Acre — has paid ten or twelve pounds in part payment and is ready upon payment of the Ballance agreable to bargain to make him — a deed —

after which this Case was continued from term to term to this term — And now at this term the plaintiff by his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James Black recover against the said Aaron Gillet the sum of forty five dollars and fifty seven Cents damages and Costs of Suit taxed at $13-80 and thereof &c —

Extd. iss. Sept. 23d. 1797. —

Forster vs Leonard May 16th. 1797.

Amos Forster of New Salem in the County of Hampshire Yeoman plaintiff vs. Ezra Leonard of Shutesbury in said County Yeoman Deft. in a plea of the case for that the said Ezra at said New Salem on the thirteenth day of February last past by his Note under his hand of that date for Value received promised the said Amos to pay him the sum of One hundred Dollars within ten days from the date of s.d. Note Yet the said Ezra the often requested hath never paid the same but neglects it — To the damage of the said Amos the sum of One hundred Dollars — This action was entered in this Court at ~~January~~ May term last past and continued from term to term to this term and now the plaintiff appears and the Deft. the three times called makes default of his appearance here wherefore it is considered by the Court that the s.d. Amos recover against the s.d. Ezra the sum of

Dam. 69. 34. Cost $8. 39.

This Case entered Feb. V. May Term

David Munroe of Marlborough in the County of Middlesex Gent. plaintiff
v. Ezra Shepherd of Blanford in the County of Hampshire Yeoman Defendant
in a plea of the Case for that the said Ezra at said Blanford on the fourth
day of November in the Year of our Lord one thousand seven hundred and ninety
four by his promissory note of hand of that date for value received promised
the said David to pay him the sum of thirty eight pounds and eight shillings
equal to One hundred and twenty eight Dollars by the first day of November
in the Year of our Lord one thousand seven hundred and ninety six with In-
terest till paid Yet the said Ezra the often requested and the time of payment
has long since past has not performed his said promise but unjustly neglects
and refuses so to do — to the damage of the said David the sum of two
hundred Dollars —

Munroe vs Shepherd Jan. 186. 1797.

This Case was entered at January term last past and continued from term
to term to this term and now at this term the plaintiff by his attorney
appears and the defendant tho three times publickly called to come into
Court makes default of his appearance here — Wherefore it is considered
by the Court that the said David do recover against the said Ezra
the Sum of One hundred and forty nine dollars and fifty three Cents
damages and Costs of Suit taxed at £16-57 and thereof &c ——

Ex.ⁿ issued Sept. 16. 1797.

Jordan Wright of the City County and State of New York Merchant
Plaintiff v. Aaron Gillet late of Westfield in the County of Hampshire &
Russell Gillet of Middlefield in said County Merchants and lately Joint
dealers in trade under the Name and Firm of Aaron Gillet and Company
Defendants in a plea of trespass on the Case for that the said Aaron and
Russell at said New York to wit at Northampton aforesaid on the twenty
eighth day of October in the year of our Lord one thousand seven hundred
and ninety three being justly indebted to the plaintiff in the sum of
Eighty seven pounds and eleven pence Currency of the state of New York
which is equal to two hundred and ninetein dollars and twenty seven
Cents for divers goods Wares and merchandizes then before that time
sold and delivered at the special instance and request of the s.ᵈ Aaron
and Russell and being so indebted in consideration thereof afterwards
on themselves and to the plaintiff then and there faithfully promised
to pay him the same Sum on demand — Also for that the said Aaron
and Russell at said New York to wit at Northampton aforesaid on the
day of the purchase of this Writ in consideration that the plaintiff
had there before that time sold and delivered divers other goods
Wares and Merchandizes at the like special instance and request of the
said Aaron and Russell assumed upon themselves and to the plaintiff
then and there faithfully promised to pay him therefor on demand so
much money as the same goods Wares and merchandizes were reas-
onably worth at the time of the sale and delivery thereof and the
plaintiff avers that the same goods Wares and Merchandizes last men-
tioned were at the time of the sale and delivery thereof worth another
sum of three hundred dollars of which the said Aaron and Russell had
due notice — Yet the said Aaron and Russell tho often requested have
never performed either of their said promises nor paid either of said
Sums but unjustly neglect and refuse so to do — to the damage of
the said Jordan Wright the sum of three hundred Dollars ——

Wright vs Gillet & al. Jan. 193. 1797

This Case was entered in this Court at the January term last past &
continued from term to term to this term — and now at this term
the plaintiff by Joseph Lyman Esq. his attorney appears and Aaron
Gillet one of the defendants tho three times publickly called to come into

Court

Court makes default of his appearance here — and the said Russell Gillet by Caleb Strong Esq his attorney comes and defends the force and Injury when &c and says he never promised in Manner and form as the plaintiff hath alledged and thereof puts himself on the Country —
and the plaintiff offering Liberty to waive this demurrer and reply anew on the trial of the appeal and also consenting that one trial on his part at the Supreme Court shall be final says that the plea by the said Russell above pleaded is an insufficient answer to his declaration and this he is ready to verify and that he is not bound by the Law of the Land to reply thereto whereupon for want of a sufficient plea he prays Judgment &c — and the plaintiff says his plea is sufficient —
All which being seen and understood by the Court it appears to the Court that the plea of the said Russell by him pleaded is a full and sufficient answer to the Declaration of the said Jordan and that the said Jordan by his plea ought to recover nothing — Wherefore it is considered by the Court that the said Jordan by his plea do recover nothing and that for his groundless claim he be in mercy &c and it is further considered that the said Russell recover against the said Jordan his Costs taxed at twenty two dollars and fifteen Cents ——
Whereupon the said Russell by Joseph Lyman Esq. his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and recognizes with surties to prosecute the same appeal with effect ——

Parks vs Munroe Inf. 211/1797

Warham Parks of Westfield in the County of Hampshire Esq. plaintiff vs David Munroe of Marlborough in the County of Middlesex Innholder Defendant in a plea of trespass on the case for that the said David at said Northampton on the twenty fourth day of November in the year of our Lord One thousand seven hundred and ninety three by his note in writing under his hand of that date for Value received promised the plaintiff to pay him two pounds one shillings and three pence which is equal to Six dollars eighty seven Cents and five mills on demand with Interest for the same untill paid — Also for that the said David at said Northampton on the eighth day of November in the Year of our Lord one thousand seven hundred and ninety four by his Note under his hand in writing of the date last mentioned for Value received promised the plaintiff to pay him or his order One hundred and twenty eight pounds and six shillings Lawful Money which is equal to four hundred and twenty seven dollars and and Sixty seven Cents within two Years from the date of said Note with Interest for the same sum annually till paid. — Yet the said David the often requested hath never paid the Contents of either of said Notes or any part of either of them but unjustly neglects it — To the damage of the said Warham Parks Six hundred Dollars —
This Case was entered at January term last past and continued from term to term to this term and now at this term the plaintiff by Jos. Lyman Esq. his Attorney appears and the defendant tho three times publiclly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Warham Parks do recover against the said David Munroe the sum of Five hundred and eight dollars and forty four Cents damages and Costs of Suit taxed at $15-33 and thereof &c. ——

Exd. Sept. 15. 1797.

Morton vs Pease May. 1. 1797.

Solomon Morton of Hatfield in the County of Hampshire Yeoman appellant vs Solomon Pease of the same Hatfield Yeoman appellee from the Judgment of Charles Phelps Esq one of the Justices of the peace in and for the said County of Hampshire in a civil Case the said Morton was plaintiff and the said Pease was defend.t —

in a plea of the Case for that said Pease at Hatfield aforesaid on the sixth day of September in the year of our Lord seven hundred and ninety five was justly indebted to the said Morton in the sum of four dollars for five weeks and one third of a Weeks board before that time found and provided by him the said Morton for him the said Pease at his request and being so indebted said Pease then & there in consideration thereof promised said Morton to pay him the same on demand yet said Pease tho often requested hath never paid the same or any part thereof except three dollars and thirty three Cents but refuses to do it To the damage of the said Morton Nine dollars — The said Parties appear in Court and agree to refer this case to the Judgment and determination of Ebenezer Mattoon Esq. Elisha Root Esq and Mr Josiah Dickinson the award of them or any two of them to be final to be returned into this Court Judgment to be made up and Execution issued accordingly — which agreement of the Parties is made the rule of this Court in this Case — after which the Case was continued to this term — and now the plaintiff appears and the defendant by their Attorneys and the said referees send here into Court their Award, that the said Solomon Pease is not indebted to the said Morton as he has alledged in his declaration and that the said Solomon Pease do recover his Costs of reference amounting to eight dollars and twenty seven Cents and the Costs of Court to be taxed by the Court — which award being read in Court the same is accepted and it is thereupon considered by the Court that the said Pease recover against the said Morton his Costs taxed at twenty four Dollars and one Cent and thence &c —

Exn issued Oct. 4. 1797. —

Curtis v Ely — May 12 1797

David Curtis of Hanover in the County of Grafton and state of New Hampshire Gentleman plaintiff v. Elisha Colton of Long Meadow in the County of Hampshire Yeoman alias Gent. Defendant in a plea of the Case for that whereas the said Elisha at Hanover to wit at Northampton aforesaid on the fourth day of March in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for value received promised the said David to pay him or his order eight pounds two shillings and one penny equal to equal to twenty seven dollars and one Cent in value, in good fine merchantable pigtail tobacco at eleven pence equal in value to sixteen Cents the same to be delivered at the said Davids Store in Hanover aforesaid by the first day of June then next with Interest yet the said Elisha has never paid the same although often requested and tho the said David has ever been ready at said Hanover to receive the Contents of said Note according to the tenor thereof but neglects it to the damage of the said David Sixty Dollars —

The plaintiff by J Leavett his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said David recover against the said Elisha the sum of twenty nine dollars and forty six Cents damages and Costs of Suit taxed at $13.25 — and thence &c

Exn issued Sept. 19. 1797 —

Townsend v Wells & al. May 14 1797

Jonathan Townsend of Brattleborough in the County of Windham and State of Vermont Trader plaintiff — v. John Wells Junr Gent. and Isaac Winter Yeoman alias Shoemaker both of Shelburne in the County of Hampshire Defendants in a plea of the Case for that whereas the said John and Isaac and one Jared Skinner on the twenty first day of May in the year of our Lord one thousand

Seven hundred and ninety five at Shelburne aforesaid by their Note under their hands of that date for Value received jointly and severally promised the said Jonathan to pay him or his order two hundred & fifty pounds lawful money equal in Value to Eight hundred & thirty three Dollars and thirty three Cents by the first day of February in the year one thousand seven hundred and ninety seven (meaning in the year of our Lord one thousand seven hundred and ninety seven) with Interest from the fifteenth (meaning the fifteenth day of February then next after the date of said Note by reason whereof the said John and Isaac became liable in Law to pay said Jonathan the said Sum of Money contained in said Note and being so liable they then and there in consideration thereof promised the said Jonathan to pay him the same according to the tenor and effect of said Note. Also for that the said John and Isaac there afterwards to wit on the same twenty first day of May aforesaid at Shelburne aforesaid by their other Note under their hand of that date for Value received jointly and severally promised the said Jonathan to pay him another sum of two hundred and fifty pounds lawful Money equal in Value to Eight hundred and thirty three dollars and thirty three Cents by the first day of February in the year one thousand seven hundred and ninety seven (meaning the year of our Lord one thousand seven hundred and ninety seven with Interest from the fifteenth, meaning the fifteenth day) of February then next after the date of said Note. Also for that the said John & Isaac there afterwards Viz on the same twenty first day of May aforesaid were justly indebted to the said Jonathan in another sum of two hundred and fifty pounds lawful money equal to eight hundred and thirty three dollars and thirty three Cents for so much money then before that time had and received by the said John and Isaac to the use of the said Jonathan — and being so indebted then and there in consideration thereof promised the Deft to pay him the last mentioned sum on demand with Interest — Yet they have never performed either of their promises aforesaid but neglect it to the Damage of the said Jonathan Twelve hundred Dollars —

This Case was entered in this Court at the last term and continued to this term — The plaintiff by Jonathan Leavitt his Attorney appears and the said John and Isaac by Simeon Strong Esq. their Attorney come and defend the force & Injury when &c and reserving liberty to plead anew on the trial of appeal and agreeing to have no review of the action for plea say that the notes set forth in the plaintiffs declaration and all the promises said to be made were made without any legal consideration and thereof put themselves on the Country. — and the said Jonathan consenting to the same reservation and agreement says that the said plea is insufficient —— And the said John and Isaac say their plea is sufficient —— All which being seen and understood by the Court it appears to the Court that the plea of the said John and Isaac by them above pleaded is an insufficient answer to the plaintiffs declaration and the matters therein contained — Wherefore it is considered by the Court that the said Jonathan recover against the said John and Isaac Nine hundred & twelve Dollars and fifty Cents damages and Costs of Suit taxed at $14-84 —

Whereupon the said John and Isaac by Simeon Strong Esq. their said Attorney appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant & recognize with Sureties to prosecute the same appeal with effect ——

Leavett v. Gould May/15/1797.

Roger Leavett of Heath in the County of Hampshire Gent. plaintiff v. Nathan Gould of Charlemont in the same County Yeoman Defendt. in a plea of the case for that whereas the said Nathan at said Heath on the twenty eighth day of March in the year of our Lord one thousand seven hundred and ninety six by his note under his hand of that date for Value received promised the said Roger to pay him or his order Ninety five Dollars by the twenty third day of March then next with Interest — yet the said Nathan has never paid the same tho often requested but neglects it — to the damage of the said Roger two hundred Dollars ——

This action was entered at the last term and continued to this term — and now the plaintiff appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Roger recover against the said Nathan the sum of One hundred and three dollars and thirty two Cents damages and thirteen dollars and fifty three Cents Costs of Suit and thereof &c.

Execution issued Sept. 19th 1797.

Swift v. Dickinson May/9/1797.

Chipman Swift of Wilmington in the County of Windham and State of Vermont Esq. plaintiff v. David Dickinson of Ashfield in the County of Hampshire Physician Defendant in a plea of the Case for that whereas the said David at Wilmington to wit at Northampton aforesaid on the seventeenth day of June last past by his Note under his hand of that date for Value received promised the plaintiff by the Name of Esq. Swift to pay him eleven pounds. equal in Value to thirty six dollars and sixty seven Cents in neat Cattle by the first day of October then next with int. (meaning Interest) — yet the said David has never paid the same tho requested and tho the said Chipman has ever been ready to receive said Cattle according to the tenor of said Note but neglects & refuses so to do to the damage of the said Chipman Swift Sixty Dollars. — ——

This case was entered at the last term and continued to this term — and now the plaintiff appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Chipman do recover against the said David the sum of Twenty one Dollars and ninety three Cents damages and Costs of Suit taxed at £0 13 4½ and thereof &c.

Execution issued Sept. 19. 1797.

Temple v. Maxwell & al. May/10/1797.

Samuel Temple of Heath in the County of Hampshire Yeoman Pltff. v. Benjamin Maxwell Junr. Yeoman and Benjamin Maxwell Gentleman both of Heath in the same County Defendants — in a plea of the Case &c as by the Pltffs declaration in the writ on file — this case was entered at the last term and continued to this term and now neither of the parties appearing in Court they become Non suit and default and the case is dismissed.

Sprague v. Wright May. (12) 1797.

Joseph Sprague of Gill in the County of Hampshire Yeoman Pltff v. Carmi Wright of Deerfield in said County Yeoman Deft. in a plea in a plea of the Case for that whereas the said Carmi at Deerfield on the twelfth day of December in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Joseph to pay him or order Ten pounds (equal in Value to thirty three dollars and thirty three Cents) on demand (meaning with Interest) yet the said Carmi has never paid the same tho often requested but neglects it — to the damage of the said Joseph Sixty Dollars. ——

This Case was entered at the last term in this Court and continued to this Term — And now the plaintiff by his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph do recover against the said Carmi the Sum of thirty three dollars & thirty three Cents damages and costs of Suit taxed at $ 12-15 — and thereof &c —

Ex.n issued Sep.t 19. 1797.

Leavett vs Goulds May 18/ 1797.

Jonathan Leavett of Heath in the County of Hampshire Clerk plaintiff vs Isaac Goulds of the same Heath Gent. deft. in a plea of the Case &c as by the Pltfs declaration in the Writ on file — This Case was entered in this Court at the last term and continued to this term and now neither of the parties appear and the Case is dismissed ——

Leavett vs Thayer — May 18/ 1797

Jonathan Leavett of Heath in the County of Hampshire Clerk plaintiff vs Artemas Thayer of the same Heath Yeoman Deft. in a plea of the Case &c as by the plaintiffs Writ and declaration on file. This Case was entered at the last term and continued to this term — and now neither of the parties appear and the Case is dismissed ——

Thayer vs Spooner May 18/ 1797.

Eli Thayer of Heath in the County of Hampshire Yeoman Plaintiff vs Daniel Spooner Junr. of the same Heath Trader Defendant in a plea of the Case &c — This Case was entered at the last term and continued to this term and now at this term neither of the parties appear — the case is dismissed ——

Fiske vs Lyons & al. May 18/ 1797

Daniel Fiske the third of Deerfield in the County of Hampshire Yeoman Plaintiff vs Thomas Lyons Junr. and Martin Graves Yeoman . . . . Defts — in a plea of the Case for that whereas the said Thomas and Martin at said Northampton on the second day of November last past by their Note under their Hand of that date for Value received promised the said Daniel jointly and severally to pay him or his order forty five dollars in two Weeks from the date with Interest — Yet the said Thomas and Martin have never paid the same tho often thereto requested but neglect it, to the damage of the said Daniel the Sum of Sixty Dollars ——

This case was entered at the last term and continued to this term, and now the plaintiff by J Leavett Junr. his atty. appears and the defts — the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Daniel recover against the said Thomas and Martin the sum of fifteen dollars and sixty eight Cents damages and Costs of Suit taxed at $ 15-68 and thereof &c ——

Ex.n issued Sep.t 19. 1797.

Cobb adm.r vs Ball May 19/ 1797.

Jonathan Cobb of Deerfield in the County of Hampshire Yeoman Admr on the estate of Nathan Cobb late of Montague in said County dec.d pltff vs John Ball of the same Deerfield Yeoman deft. in a plea of the Case as by the plaintiffs writ and declaration at large on file — This Case was entered at the last term and continued to this term — and now neither of the parties appear and the Case is dismissed ——

Hoit vs Hall & al. May 20/ 1797

Jonathan Hoit the second of Deerfield in the County of Hampshire Yeoman plaintiff vs John Ellen Hall of Greenfield in said County and Joseph Taylor of the City and County of Philadelphia and State of Pennsylvania Joint Traders in a plea of the Case &c as by Writ and declaration file — This Case was entered at the last term and continued to this term and now neither of the parties appear and the Case is dismissed ——

Jonathan Leavett of Greenfield in the County of Hampshire Attorney at Law plaintiff vs. Augustus Lyman Blacksmith & Andrew Bordwell Yeoman & Eliphas Hoit Yeoman and Elijah Williams Sadler all of Deerfield in sd County Defendants — in a plea of the case for that the said Augustus, Andrew, Eliphas and Elijah at said Northampton on the twenty first day of November in the Year of our Lord one thousand seven hundred and ninety five by their Note under their hands of that date for Value received promised ~~the~~ jointly and severally promised one Eliel Gilbert to pay him or order four hundred and fifty dollars by the twentieth day of December seventeen hundred and ninety six meaning the year of our Lord one thousand seven hundred and ninety six with Interest annually — and the said Sum of Money being unpaid the said Eliel there afterwards to wit on the day of the purchase of this Writ by an indorsement on the said Note for Value received ordered the Contents thereof to be paid to the said Jonathan of which the said Augustus Andrew Eliphas and Elijah there afterwards on the same day last mentioned had Notice by means whereof the said Augustus Andrew Eliphas and Elijah became liable in law to pay the Contents of said Note to said Jonathan according to the tenor and effect of the sd Note and the indorsement thereon — and being so liable they the said Augustus Andrew Eliphas and Elijah in consideration thereof afterwards on the day last aforesaid promised the said Jonathan to pay him the Contents of sd Note according to the tenor and effect of said Note and indorsement of the same Yet they have never paid the same but neglect it to the damage of the said Jonathan Six hundred Dollars —

Leavett vs Lyman & al May/21/1797.

This Case was entered in this Court at the last term and continued to this Term — and now the Plaintiff appears — and the defendants by Wright Strong their Attorney come into Court and reserving liberty to plead anew at the supreme Court say the Plaintiffs declaration & the Matters therein contained are insufficient in Law —

And the Pltff consenting to said reservation says his declaration is sufficient — All which being seen and understood by the Court it appears to the Court that the Plaintiffs declaration and the matters therein contained are sufficient in Law — Wherefore it is considered by the Court that the said Jonathan recover against the said Augustus Andrew Eliphas and Elijah the sum of four hundred and ninety nine Dollars and twenty one Cents damages and Costs of suit taxed at $13-2- and thereof &c — Whereupon the said Augustus Andrew Eliphas and Elijah appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the said County of Hampshire on the fourth tuesday of September inst. and recognize with sureties to prosecute the same appeal with effect.

Jonathan Leavett of Greenfield in the County of Hampshire Attr. at Law plaintiff vs. Henry Bordwell of Deerfield in said County Yeoman alias Gentleman defendant in a plea of the case for that whereas the said Henry at Greenfield aforesaid on the twelfth day of June in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received jointly and severally with one Elijah Russell promised John Russell and David Ripley to pay them or their order two hundred and ~~forty~~ twenty five dollars by the twentieth day of December then next with Interest — and the same sum of Money being unpaid the said John Russell and David Ripley afterwards to wit on the twenty fourth day of April last past at Greenfield aforesaid by an

Leavett vs Bordwell May/22/1797

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indorsement on the said Note for Value received ordered the Contents thereof to be paid to the said Jonathan of which the said Henry then afterwards in the same day last above said had Notice by reason whereof the s^d Henry became liable in Law to pay the said sum of Money contained in the s^d Note to the said Jonathan according to the Tenor and effect of said Note and indorsement and being so liable the said Henry then and there afterwards on the day last above said in Consideration thereof promised the s^d Jonathan to pay him the Contents of said note according to the tenor and effect of s^d Note and the indorsement yet the said Henry has never paid said sum but neglects it to the damage of the said Jonathan Four hundred Dollars ——

This Case was entered at the last term and continued to this term — and the Plaintiff appears — and the Deft. by Wright Strong his Attorney in Court asking Liberty to plead anew at the Supreme Court says the Plf^s declaration and the matters therein contained are insufficient in Law — And the Plff. consenting to s^d Reservation says his declaration is sufficient — All which being seen and understood by the Court it appears to the Court that the plaintiffs declaration and the matters therein contained are sufficient in Law — Wherefore it is considered by the Court that the said Jonathan recover against the said Henry the sum of Two hundred and forty seven Dollars and fifty Cents damages and Costs of Suit taxed $12.12 and therefor &c

Whereupon the said Henry by Wright Strong his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with Surety for his prosecuting the same appeal with effect ——

Ring
vs
Gore
May 23/1797.

James Ring Junr. of Guilford in the County of Windham and State of Vermont Yeoman plaintiff vs. Eliphalet Gore now resident at Greenfield in the County of Hampshire Yeoman alias Gent^n Deft. in a plea of the Case &c as by the Writ and declaration on file —

This Case was entered in this Court at the last term and continued to this term — and now at this term neither of the parties appear & the case is dismissed

Sage
vs
Rugg
May 24/1797.

Joshua Sage of Greenfield in the County of Hampshire Yeoman Plff vs. Joshua Rugg of the same Greenfield Yeoman defendant in a plea of the Case &c as by the Plaintiffs Writ and declaration on file —

This case was entered at the last term and continued to this term and now neither of the parties appearing the case is dismissed ——

Ely
vs
Foster
May 25/1797.

William Ely of Hartford in the County of Hartford and State of Connecticut Trader plaintiff vs. Daniel Foster of Greenfield in the County of Hampshire Trader alias Gent^n Defend^t in a plea of the case for that whereas the said Daniel at Hartford to wit at Greenfield aforesaid on the eighteenth day of November in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plff to pay him or his order the sum of one hundred and eighty nine Dollars and 90/100th meaning ninety Cents in sixty days after that date with Interest after due meaning after sixty days after the date of said Note & yet the said Daniel has never paid the same the other wise regardless but neglects it to the damage of the said William

two hundred Dollars — This Case was entered in this Court at the last Term — and ~~now the~~ continued to this term and now the plaintiff appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William recover against the said Daniel the sum of One hundred Eighty three dollars and Thirty one Cents damages and Costs of suit taxed at $ 14 - 55 and thereof &c.

Exd. Issued Sept. 19. 1797. —

Moore vs McNitt — May 26 1797

William Moore of Hartford in the County of Hartford and State of Connecticut Merchant Plaintiff v. John McNitt of Rowe in the County of Hampshire Yeoman Defendant in a plea of the Case &c as by the plaintiffs Writ and declaration on file — This Case was entered in this Court at the last Term and continued to this term and now the plaintiff becomes nonsuit — the defendant is defaulted and the Case is dismissed —

Merrill vs Bordwell — May 27 1797

Joseph Merrill late of Shelburne in the County of Hampshire Yeoman Plaintiff v. Enoch Bordwell of the same Shelburne Yeoman Defendant in a plea of the case for that whereas the said Enoch at Greenfield aforesaid on the twelfth day of September in the year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Joseph to pay him or his order the sum of Ten pounds fifteen Shillings and four pence equal in Value to thirty five dollars and eighty nine Cents on net Stock (meaning on demand) with use (meaning with Interest — Yet the said Enoch has never paid the same tho often requested and tho the plaintiff has ever been ready to receive the Contents of said Note according to the tenor and effect thereof but neglects it to the damage of the said Joseph the Sum of Sixty dollars —

This Case was entered in this Court at the last term and continued to this term — And now the plaintiff appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Enoch the sum of Thirty eight Dollars and five Cents damages and Costs of suit taxed at $ 12 - 25 and thereof &c.

Exd. Issued Sept. 19. 1797. —

Bordwell vs Maxfield — May 30 1797.

Moses Bordwell of Montague in the County of Hampshire Yeoman Plaintiff v. Daniel Maxfield of Deerfield in the County of Hampshire Yeoman Deft. in a plea of the Case for that the said Daniel at Greenfield aforesaid on the seventeenth day of October in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Moses to pay him or his order the sum of Seventy eight dollars and fifty five Cents by the first day of January then next with Interest yet he hath never paid the same tho requested but neglects it to the damage of the said Moses the Sum of One hundred Dollars —

This Case was entered at the last term and now at this term the pltff by Jonathan Leavett his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Moses do recover against the said Daniel the sum of Eighty five dollars and seventy seven Cents damages and Costs of suit taxed at $ 12.15 and thereof &c —

Exd. Issued Sept. 19. 1797 —

Arms vs Arms & al
May 32/1797.

Jonathan Arms of Deerfield in the County of Hampshire Blacksmith & Moses Arms late of said Deerfield Yeoman and Moses Wright of the same Deerfield Yeoman defendt in a plea of the Case &c as by the Plaintiffs Writ and Declaration on file — this Action was entered at the last term and continued to this term and now nothing of the parties appearing the Case is dismissed —

Arms vs Wright
May 33/1797

Jonathan Arms of Deerfield in the County of Hampshire Blacksmith Pltff & Moses Wright of the same Deerfield Yeoman defendant in a plea of the Case &c — as by the plaintiffs Writ and declaration on file. this Case was entered at the last Term and continued to this term and now nothing of the said parties appearing in Court this Case is dismissed —

Burt & others vs Martin —
May. 1797.

Calvin Burt of Long Meadow and Samuel Seaton of Deerfield in said County Traders plaintiffs vs Daniel Martin of Deerfield in said County Yeoman in a plea of the Case for that the said Daniel at said Deerfield on the first day of March last past by his Note under his hand of that date for Value received promised the said Calvin and Samuel to pay them or order the sum of Forty one dollars and three Cents on demand with lawful Interest for the same till paid — Yet said Daniel tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Calvin and Samuel the sum of Sixty Dollars.
This Case was entered at the last term and continued to this term and now at this term the plaintiff by his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Calvin and Samuel recover against the said Daniel the sum of Forty two Dollars and eight Cents damages and Costs of Suit taxed at £11-29 and thereof &c —

Exn issued Sept. 19. 1797. —

Church vs Forbes —
May 36/1797.

Sarah Church of Montague in the County of Hampshire Widow Plaintiff vs Timothy Forbes of Deerfield in said County Yeoman Deft — in a plea of the Case for that the said Timothy at Deerfield aforesaid on the seventh day of December in the year of our Lord one thousand seven hundred and ninety five by his note under his hand of that date for Value received promised the said Sarah to pay her the sum of Twenty pounds equal to sixty six dollars and sixty six Cents on demand with lawful interest for the same untill paid — Yet the said Timothy tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Sarah Ninety Dollars —
This Case was entered at the last term and continued to this term and now at this term the plaintiff tho three times called to come into Court and prosecute her said Action becomes nonsuit — The Defendant by Jos. E. Porter Esq. his Attorney appears. —

Smith vs Alexander
May 37. 1797

Nathaniel Smith of Sunderland in the County of Hampshire Trader Plaintiff vs Amos Alexander of the same Sunderland Yeoman in a plea of the case for that the said Amos at Sunderland aforesaid on the twenty seventh day of March in the year of our Lord One thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the said Nathaniel to pay him or his order the sum of Eleven pounds six shillings equal in Value to thirty seven dollars and sixty seven Cents within ten days from the date of said Note with the lawful interest for the same untill paid Yet the said Amos tho often requested hath never paid said sum but neglects it to the damage of the said Nathaniel fifty Dollars — This case was entered in this Court at the last term and now at this term the plaintiff by his Atty appears and the defendant tho three times publickly called to come into —

come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Nathaniel recover against the said Amos aforesaid the Sum of Forty three dollars and fourteen Cents damages and Costs of Suit taxed at $ 10-22 and thereof &c

Exd issued Sept. 19. 1797.

Hawkes vs Wright May. 29. 1797.

Silas Hawkes of Deerfield in the County of Hampshire Yeoman Plaintiff vs Moses Wright of the same Deerfield Yeoman defendant in a plea of the Case for that the said Moses at said Deerfield on the seventh day of December last past by his Note under his hand of that date for Value received promised the said Silas to pay him the sum of Thirty dollars on demand - Yet said Moses the often thereto requested hath never paid the same sum or any part thereof but neglects it to the damage of the Silas Forty Dollars - This Case was entered at the last term and continued to this term and now at this term the plaintiff by his Attorney appears and the defendant the three times publickly called makes default of his appearance here - Wherefore it is considered by the Court that the said Silas recover against the said Moses the Sum of Thirty Dollars damages and Costs of Suit taxed at $ 10-59 and thereof &c.

Exd issued Sept. 19. 1797. —

Masters vs Smith May 30. 1797

Daniel Masters of Deerfield in the County of Hampshire Yeoman Plaintiff v. Joseph Smith Junr. of Ashfield in the same County trader Deft. in a plea of the Case for that the said Daniel at said Deerfield on the fifth day of January last past had sold and delivered to the said Joseph at his special instance and request divers goods Wares and Merchandizes the said Joseph then and there in Consideration thereof undertook and faithfully promised the said Daniel to pay him so much money as the same goods Wares and Merchandizes were reasonably worth on demand and the said Daniel says that the same Goods Wares and Merchandizes were reasonably worth fifty three dollars and fifty three Cents to wit at the time of the sale and delivery aforesaid - Yet the said Joseph the often requested hath never performed his said promise but neglects it to the damage of the said Daniel Sixty five dollars —— This Case was entered in this Court at the last term and continued to this term and now the plaintiff by Wright Strong Esq. his Atty. appears and the defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Daniel recover against the said Joseph the sum of Fifty three dollars & Fifty Seven Cents damages and Costs of Suit taxed at $ 10-80 and thereof &c

Exd issued Sept. 19. 1797.

Taylor vs Frary May 14th 1797

Willis Taylor of Montague in the County of Hampshire Taylor Plaintiff vs Timothy Frary of Deerfield in the same County Yeoman Defendant in a plea of the Case for that the said Timothy at Deerfield in said County on the twentieth day of November in the year of our Lord Seventeen hundred and ninety five by his Note under his hand of that date for Value received promised one Sarah Church to pay her by the Name of Widow Sarah Church or her order the sum of Sixty six dollars and Sixty six Cents within twelve months from the date of said Note with lawful interest untill paid - and afterwards to wit on the twenty first day of November last past at said Deerfield the said Sarah by her indorsement in writing on the same Note with her own hand subscribed ordered the Contents of said Note thereupon

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wholly due and unpaid to be paid to the said Willis for Value received whereof the said Timothy then and there had Notice and thereby became chargeable in Law to pay the same Contents to the said Willis according to the tenor of said and the indorsement thereon and then and there in consideration thereof undertook and faithfully promised said Willis to pay him the same accordingly yet the said Timothy the thereto often requested hath never performed his said promise but neglects it to the damage of the said Willis Eighty Dollars — This Case was entered in this Court at the last term and continued to this term and now the Plaintiff by Wright & Strong Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Willis do recover against the said Timothy the sum of Seventy four Dollars damages and Costs of Suit taxed at $11-8 and thereof &c.

Exn issued Sept. 19. 1797.

Needham vs Eaton May. 26 1797

Jonathan Needham of South Brimfield in the County of Hampshire Gentleman Plaintiff v. John Eaton of Stafford in the County of Tolland and State of Connecticut Millwright defendant in a plea of the Case for that whereas the said John at Stafford to wit at South Brimfield aforesaid on the tenth day of November in the year of our Lord one thousand seven hundred and ninety five by his promissory Note of hand of that date for Value received promised the said Jonathan Needham to pay him Seventy nine dollars in money in one year from that date then the lawful interest for the same and although sd Eaton hath been often thereto requested yet he hath not paid the said sum but in most base neglects it to the damage of the said Jonathan Needham the Sum of Sixty Dollars. —

This Case was entered in this Court at the last term and continued to this term and now at this term the plaintiff by Stephen Paynchon Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan recover against the said John the sum of eighteen dollars and eighty three Cents damages and Costs of Suit taxed at $13-70 and thereof &c.

Exn issued Sept. 21. 1797.

Winchester vs Browning May 27. 1797.

Daniel Winchester of South Brimfield in the County of Hampshire Gent. plaintiff v. James Browning of Brimfield in the same County Husbandman defendt. in a plea of the Case for that the said James at said South Brimfield on the fifteenth day of November last past by his note under his hand of that date for Value received promised one David Gray to pay him or his order in three months from the date of said Note Ninety six dollars and sixty seven Cents with Interest and afterwards to wit on said fifteenth day of November aforesaid at said South Brimfield the said David by his indorsement on said Note with his proper hand subscribed assigned the same to the plaintiff and ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff of all which the said James then and there had notice and so became liable to pay said sum to the plaintiff and being so liable the said James then and there in consideration thereof promised the plaintiff to pay him said sum according to the tenor of said Note

yet —

Yet the often thereto requested the said sum has never paid but neglects it to the damage of the said David the sum of One hundred Dollars — The plaintiff by Stephen Pynchon Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Daniel recover against the said James the sum of Ninety one dollars and eight Cents damages and Costs of Suit taxed at $ 13.17 and thereof &c.

Exd. ifsued Sept. 21. 1797 —

Fenton vs Charles May 29. 1797.

Timothy Fenton of South Brimfield in the County of Hampshire Yeoman plaintiff v. Simeon Charles of Brimfield in the same County Yeoman — In a plea of the case for that the said Simeon at s. Brimfield on the sixteenth day of August last past by his Note under his hand of that date for Value received promised the said Timothy to pay him eleven pounds equal in Value to thirty six dollars and sixty seven Cents by the first day of December then next with interest till paid — Yet the often requested the said Simeon has never paid said sum but neglects it — To the damage of the said Timothy Forty Dollars — — — —

This case was entered in this Court at the last term and continued to this term and now at this term the plaintiff by Stephen Pynchon Gent. his Attorney appears — and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Timothy do recover against the said Simeon the sum of thirty nine Dollars and ninety six Cents damages and Costs of Suit taxed at $ 13.17 and thereof &c. —

Exd. ifs. Sept. 21. 1797. —

Baldwin vs Danielson May 28. 1797

John Baldwin of Hartford in the County of Hartford and State of Connecticut Merchant plaintiff v. Daniel Danielson of Brimfield in the County of Hampshire Husbandman defendant in a plea of the case for the said Daniel at said Brimfield on the sixteenth day of July last past by his Note under his hand of that date for Value received promised the said John to pay him or order the sum of twenty six pounds two shillings and nine pence equal to eighty seven dollars and eleven Cents on demand with Interest — Yet the often thereto requested has never paid said sum but neglects it to the damage of the said John the sum of One hundred Dollars —

This Case was entered in this Court at the last term and continued to this term and now the plaintiff by Stephen Pynchon Gent. his Atty appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Daniel the sum of Seventy Dollars Ten Cents damages and Costs of Suit taxed at $ 12.1[illegible] and thereof &c.

Exd. ifsued Sept. 21. 1797. —

Munn vs Pitts May 31. 1797.

Marcena Munn of Munson in the County of Hampshire Yeoman pltff. v. Samuel Pitts of the same Munson Yeoman in a plea of the case for that the said Samuel at said Munson on the twentieth day of October in the Year of our Lord fifteen hundred and ninety five by his Note under his hand of that date for Value received promised the said Marcena to pay him or order the sum of forty five dollars by the first day of June then next interest till paid — Yet the said

Samuel the thereto often requested has never paid the same but neglects
To the damage of the said Moses the sum of Sixty Dollars — —
This case was entered at the last term and continued to this term and now
the plaintiff appears and the defendant ~~appears~~ the three times publickly
called to come into Court makes default of his appearance here. Wherefore it
is considered by the Court that the said Moses recover against the d—
Samuel the sum of Forty nine dollars damages and Costs of Suit
taxed at $ 12-47 and thereof &c. Exd signed Sep. 21. 1797.

Leavitt v Lyman May 15 1797.

Thaddeus Leavitt of Suffield in the County of Hartford and State of Con-
necticut Esq: plaintiff v. Augustus Lyman of Deerfield in the County of Hamp-
shire Husbandman defendant — in a plea of trespass on the case for that
whereas the said Augustus at Suffield to wit at Northampton aforesaid on
the nineteenth day of November in the year of our Lord one thousand seven
hundred and ninety five by his promissory Note with his hand subscribed
of that date for value received promised Hezekiah Huntington to pay him
or his order Three hundred and thirty five dollars in one year from the date
of said Note with use meaning thereby lawful Interest for the same till paid
And the said Hezekiah there afterwards on the same day the Contents of
the same note thus wholly due and unpaid by his indorsement on the same
Note with his hand subscribed for value received appointed the same Con-
tents of the said ~~Thaddeus~~ Note to be paid to the said Thaddeus or his order
according to the tenor of said Note and the Indorsement thereon — of all which
there afterwards on the same day had due notice and thereby became liable
and chargeable to pay the same to the said Thaddeus and being so liable
then and there in consideration thereof undertook and faithfully promised
the said Thaddeus to pay him the same Contents according to the tenor of
said Note and indorsement — Yet the said Augustus the often thereto
requested hath never paid the Contents of said note or any part thereof to
the Plaintiff but hitherto hath neglected and still doth unjustly neg-
lect and refuse so to do — to the damage of the said Thaddeus the sum
of Four hundred Dollars. —
This case was entered at the last term in this Court and continued to
this term — and now the plaintiff by George Bliss Esq. his Attorney appears
And the said Augustus Lyman by Wright Strong Esq. his Attorney
reserving liberty to himself to plead anew on the trial by appeal and con-
senting that the plaintiff shall have the benefit of a verdict on his part
and that said Augustus will bring no writ of error comes and defends &c &
says the plaintiffs Declaration and the matters therein contained are
insufficient &c all which he is ready to verify &c wherefore he prays Judgment
of said Declaration &c — And the said Thaddeus consenting to said
reservation on the terms aforesaid says his declaration is sufficient. — —
All which being seen and understood by the Court it appears to the Court that
the declaration of the said Thaddeus and the matters therein contained are suff-
icient in Law — Wherefore it is considered by the Court that the said Thaddeus
recover against the said ~~Thaddeus the~~ Augustus the sum of
Damages and costs of Suit taxed at $ 14-95 —
Whereupon the said Augustus appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Northampton within and for
the said County of Hampshire on the fourth tuesday of September instant
and recognizes with sureties to prosecute the same appeal with effect. —

Henry Salisbury of Hartford in the County of Hartford and State of Connecticut Chaise maker plaintiff vs. Elisha Woodward of Williamsburg in the County of Hampshire Gentleman defendant in a plea of trespass on the case for that whereas the said Elisha at Hartford to wit at Northampton aforesaid on the twenty third day of June last past by his promissory note of that date for value received promised the said Henry to pay him or his order One Hundred and twenty dollars on or before the twenty third day of September then next after the date thereof with lawful Interest for the same till paid Yet tho often thereto requested the said Elisha hath never paid the same or any part thereof but hitherto hath and still doth unjustly neglect it. Also for that the said Elisha thereafterwards on the first day of April instant was justly indebted to the said Henry in one other sum of One hundred and thirty dollars for so much money had and rec'd to the use of the plaintiff and being so indebted the said Elisha then and there in consideration thereof promised the plaintiff to pay him the last mentioned sum on demand Yet tho often thereto requested the said Elisha neglects it — to the Damage of the said Henry One hundred and Eighty dollars.

Salisbury vs Woodward May Ter. 1797.

This Case was entered in this Court at the last term and continued to this term and now the plaintiff by George Bliss his Attorney appears — and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Henry do recover against the said Elisha the sum of One hundred twenty eight Dollars & Seventy Cents damages and Costs of Suit taxed at $13 — 71 — and thereof &c.

Exn. iss. Sept. 20. 1797.

Robert Parke of Paris in the County of Herkimer and state of New York Yeoman plaintiff vs. Samuel Lucas of Greenfield in the County of Hampshire Husbandman in a Plea of Debt for that whereas at a Court of Common pleas holden at Whitestown within & for the County of Herkimer in the state of New York on the first tuesday of October in the year of our Lord one thousand seven hundred and ninety six he recovered Judgment &c &c — as by the plaintiffs Writ and declaration at large on file — this Case was entered in this Court at the last term and continued to this term and now at this neither of the parties appear and the Case is dismissed ——

Parke vs Lucas May Ter. 1797

Israel Spencer of Suffield in the County of Hartford and State of Connecticut Yeoman Plaintiff vs Elisha Colton of Long Meadow in said County of Hampshire Yeoman Defendant, in a plea of the Case for that whereas the said Elisha at said Long Meadow on the tenth day of October last past by his promissory Note of that date for value received promised the said Israel to pay him Forty one dollars and ninety two Cents in three months from the date thereof with lawful interest from the date thereof if not paid by the time therein set and mentioned. Yet tho often thereto requested the said Elisha hath never paid the same or any part thereof but hitherto hath and still doth unjustly neglect and refuse so to do to the damage of the said Israel Spencer the sum of Fifty Dollars ——

Spencer vs Colton May Ter. 1797

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by George Bliss Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Israel recover against the said Elisha the sum of forty four Dollars & twenty two Cents damages and Costs of Suit taxed at $ 11 — 80 — and thereof &c ——

Ext. iss. Sept. 20. 1797

Phillips vs Clapp May 59/1797

William Phillips of Boston in the County of Suffolk Esq plaintiff vs. Ezra Clapp of Westfield in the County of Hampshire Innholder Defendt in a plea of Debt for that whereas the said William at the Court of Common pleas begun and holden at Northampton within and for the County of Hampshire on the first tuesday of September in the year of our Lord seventeen hundred and ninety one by the consideration of the same Court recovered Judgment against the said Ezra for the sum of One hundred and sixteen pounds fifteen shillings damages which is equal to as the plaintiff avers three hundred eighty nine dollars seventeen Cents and four pounds six shillings and seven pence for his Costs and Charges about his Suit in that behalf expended which last mentioned sum the plaintiff avers is equal to fourteen dollars and forty three Cents whereof the said Ezra is convict as by the record thereof in Court remaining manifestly appears which Judgment yet remains in full force not reversed annulled, discharged or satisfied and although four Executions have been duly issued thereon of the price of four shillings equal to sixty seven Cents yet the return day of the last of said Executions hath long since been past and only the sum of One hundred twenty dollars Eighty Cents hath been paid received and indorsed thereon and the residue thereof remains unpaid and for the residue the same last execution hath long since been returned wholly unsatisfied whence action hath accrued to the plaintiff to have and recover the same residue of the contents of said Judgment of the said Ezra yet the often thereto requested the said Ezra hath never paid the same or any part thereof but hitherto hath unjustly denied and refused and still doth unjustly deny and refuse to pay the same. to the damage of the said William three hundred Dollars —

This Case was entered at the last term of this Court and continued to this term & now at this term the Plaintiff by Geo. Bliss Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William Phillips recover against the said Ezra Clapp the sum of three hundred & Eighty four dollars & eighty two Cents damages and Costs of Suit taxed at $13.81 and thereof &c. —

Exd. issued Sept. 20. 1797. —

Watson vs Woodward May 60/1797.

John Watson of East Windsor in the County of Hartford and State of Connecticut Merchant plaintiff vs Eleanor Woodward of Wilbraham in the County of Hampshire Widow Defendant in a plea of trespass on the Case as by the pltffs Writ and declaration on file — this Case was entered at the last term of this Court and continued to this term and now neither of the parties appear and the Case is dismissed. — — — — — — — —

Phillips vs Byington May 61 - 1797.

William Phillips of Boston in the County of Suffolk Merchant plaintiff vs Joel Byington Husbandman and Samuel Byington Husbandman both of Southwick in the County of Hampshire Defendants in a plea of trespass on the Case for that whereas the said Joel and Samuel at Northampton aforesaid on the twenty fourth day of October last past by their promissory Note in writing under their hands of that date for Value received jointly and severally promised the plaintiff to pay him or his order One hundred and twenty five dollars by the first day of January then next ensuing with lawful Interest for the same from the date of said Note till paid — Yet the often thereto requested the said Joel and Samuel or either of them have never paid the same or any part thereof but unjustly neglect it to the damage of the said William One hundred Dollars — This Case was entered at the last Term of this Court and continued to this term — and now the plaintiff by George Bliss Esq. his Attorney appears and the defendant the three times publickly called to

come into Court make default of his appearance here. Wherefore it is considered by the Court that the said William do recover against the said Jed and Samuel the sum of Ninety Dollars and five Cents damages and Costs of suit taxed at $13-47 and thereof &c

Exn issued Sept. 20. 1797.

Phillips v Curtis May 63. 1797.

William Phillips of Boston in the County of Suffolk Esq. v. Solomon Curtis of Southwick in the County of Hampshire Husbandman Defendt. in a plea of Trespass on the Case for that whereas the said Solomon at Southwick aforesaid on the twenty first day of May in the year of our Lord seventeen hundred and ninety six by his promissory Note of that date for value received promised One David Foster Jr. to pay him or his order Sixty Dollars by the first day of April then next ensuing with lawful Interest for the same till paid and the said David there afterwards before any part of said Note was paid and before it was payable to wit on the first day of January last past by his said indorsement thereon ordered the Contents thereof to be paid to the plaintiff of which the said Solomon had there afterwards on the same day due notice and thereby became liable to pay him the same Contents and being so liable the said Solomon then and there in consideration thereof assumed on himself and promised the said William to pay him or his order the same Contents of said Note according to the tenor of said Note and of said indorsement yet the often requested the said Solomon hath never paid the same or any part thereof but hitherto hath neglected and still doth unjustly neglect —
To the damage of the said William One hundred Dollars —
This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by George Bliss Esq. his Attorney appears & the defendant the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said William recover against the said Solomon the sum of Sixty four Dollars & Sixty five Cents damages and Costs of Suit taxed at $13-47 and thereof &c.

Exn issued Sept. 20. 1797.

Miller v Russell May 64. 1797

Jonathan Miller of Hartland in the County of Windsor and State of Vermont Yeoman Plaintiff v. Wolcot Russell of Long meadow in the County of Hampshire Yeoman defendant in a plea of the Case for that the said Wolcott at Long Meadow aforesaid on the sixth day of May last past by his promissory Note under his hand of that date for Value received promised the said Jonathan to pay him Five pounds five shillings and three pence which the plaintiff avers is equal to seventeen dollars and fifty four Cents on demand with lawful Interest ~~for the same sum till~~ paid. Yet the said Wolcot the often requested hath never paid the same sum or any part thereof but ongleets it To the damage of the said Jonathan as he saith the sum of Twenty five Dollars —
This Case was entered in this Court at the last May Term & continued to this term and now at this term the plaintiff by Geo. Bliss his Atty. appears and the Defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan recover against the said Wolcott the sum of eighteen Dollars and ninety four Cents damages and Costs of Suit taxed at $16. 8 and thereof &c.

Exn issued Sept. 20. 1797.

Nelson vs Sumner May 67 1797

Nelson of Corinth in the County of Caledonia State of Vermont Yeoman plaintiff v. Salem Sumner of Orange in the County of Orange and State of Vermont Deft. in a plea of the Case for the said Salem at Orange aforesaid on the second day of January in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Nelson to pay him or his order Twenty two dollars within one year from the date of said note with Interest - yet the said Sumner the often requested hath never paid the same but neglects it - To the damage of the said Nelson as he saith the sum of One hundred and forty dollars.

The plaintiff by Porter his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Nelson recover against the said Sumner the sum of Seventy nine dollars and thirty one Cents damages and Costs of Suit taxed at $13.3 and thereof &c

Exd signed Sept. 17th 1797.

Macomber vs Smith - May 72 1797.

Samuel Macomber of Orange in the County of Hampshire Yeoman Plff v. Jonathan Smith of Athol in the County of Worcester Yeoman Defendant - This Case was entered at May term last and continued to this term and now the parties neither of them appear and the Case is dismissed.

Ormsbee vs Dike May 76 1797

John Ormsbee of Warwick in the County of Hampshire Gent. Plff v William Dike of the Same Warwick defendant, in a plea of the Case, for that the said Dike at Warwick aforesaid on the nineteenth day of September in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order thirty six dollars and eleven Cents in two months from the date of said Note with use / meaning lawful interest / which Time has elapsed - yet the said Dike the requested the same Sum and interest has not paid but neglects it to the damage of the said Ormsbee the sum of Twenty Dollars.

This Case was entered at the last term of this Court and continued to this term and now at this term the Plaintiff by Jo. Porter his Attorney appears and the Defendant tho three times called to come into Court makes default of his appearance here, Wherefore it is considered by the Court that the said John do recover against the said William the sum of Thirty seven dollars and thirty six Cents damages and Costs of suit taxed at $14-5 and thereof &c.

Exd signed Sept. 14. 1797.

Hamilton vs Pierce - May 90 1797.

Samuel Hamilton of Chesterfield in the County of Hampshire Yeoman plaintiff v. James Pierce of Chesterfield in the Same County Husbandman in a plea of the Case for that the said James Pierce at Chesterfield aforesaid on the twenty fourth day of August in the year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised one James Hamilton to pay him

or

or his order the sum of Forty Dollars in one Year from the date with Interest till paid and afterwards to wit on the same day at said Chesterfield the said James Hamilton by his indorsement in writing on the back of the Note ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff for Value received of which the said Pierce there afterwards on the same day had notice and thereby became chargeable to pay the Contents of said Note to the plaintiff according to the tenor of said Note and indorsement and being so chargeable the said Pierce in consideration thereof then and there undertook and to the plaintiff faithfully promised to pay him the same Contents according to the tenor of the same Note and the indorsement aforesaid – Yet the said Pierce the often requested hath not paid the said Contents to the Plaintiff or any part thereof but unjustly neglects it – ~~Yet the~~ To the damage of the said Samuel the Sum of Twenty dollars. —

This Case was entered at the last term of this Court and continued to this term – and now at this term neither of the Parties appear and the Case is dismissed. —

Timothy Burbank of West Springfield in the County of Hampshire Gent. Plaintiff v. Daniel Masters of Deerfield in the same County Trader, in a plea of the case for that the said Daniel at Deerfield aforesaid on the seventh day of October last past was justly indebted to the said Timothy in the sum of One hundred and five dollars and sixty seven Cents for so much money before that had and received by him the said Daniel of the said Timothy and for his use and being so indebted the said Daniel then and there in consideration thereof assumed on himself and faithfully promised said Timothy to pay him the same sum whenever he should be thereunto requested – Also for that the said Daniel at Deerfield aforesaid on the day and Year aforesaid was justly indebted to the said Timothy in one other sum of One hundred and five dollars and sixty seven Cents for so much money before that time paid laid out & expended by him the said Timothy for him the said Daniel and at his special instance and request and being so indebted the said Daniel then and there in consideration thereof assumed on himself and faithfully promised said Timothy to pay him the last mentioned sum whenever he should be thereto requested – Also for that the said Daniel at Deerfield aforesaid on the day and Year aforesaid was justly indebted to the said Timothy in other sum of One hundred and five dollars and sixty seven Cents for divers goods Wares and Merchandizes before that time sold and delivered by him the said Timothy to him the said Daniel and at his special instance and request and being so indebted the said Daniel then and there in consideration thereof undertook and faithfully promised the said Timothy to pay him the last mentioned sum whenever he should be thereto requested – Also for that the said Daniel at Deerfield aforesaid on the day and Year aforesaid in consideration that the said Timothy had before that time at the his instance and request of the said Daniel sold & delivered to him the said Daniel divers other goods Wares and Merchandize undertook and faithfully promised said Timothy to pay him so much money as the Goods Wares and Merchandize last mentioned were reasonably worth – And the said Timothy saith the Goods Wares and Merchandizes last mentioned were reasonably worth one other sum of One hundred and five Dollars and sixty seven Cents – Yet the said Daniel the often requested to do it hath never paid either of the before mentioned sums or any part thereof except the sum of Twenty Dollars but unjustly neglects and refuses so to do To the damage of the said Timothy the Sum of One hundred Dollars. —

Burbank v. Masters — May Term. 1797.

This Case was entered in this Court at the last term and continued to this term & now the plaintiff by his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Timothy do recover against the said Daniel the sum of Eighty five Dollars and Sixty seven Cents damages and Costs of Suit taxed at £ 10. 33 – and thereof &c

Exd. signed Sept. 19. 1797.

Smith
v
Bush & al.
May 18th 1797.

Samuel Smith of Hartford in the County of Hartford and State of Connecticut Gent. plaintiff v. Enoch Bush and Josiah Flower both of Chester in the County of Hampshire traders Defendants in a plea of the Case for that the said Enoch and Josiah at Northampton aforesaid on the twenty third day of November last past by their promissory Note in writing under their hands of that date by the Name of Bush and Flower promised the said Samuel to pay him or order within thirty days after the date of said Note the Sum of One hundred Dollars. Value received — Also for that the said Enoch and Josiah at Hartford aforesaid to wit at Northampton aforesaid on the same twenty third day of November by their other promissory Note in writing under their hands of that date by the Name of Bush and Flower promised the said Samuel to pay him or his order the sum of Eighty two Dollars and six Cents within twenty five days from the date of the last mentioned Note Yet though often requested and though the time of payment has long since elapsed the said Bush and Flower have neither of them ever paid either of the aforementioned Sums but unjustly neglects it — to the damage of the said Samuel two hundred Dollars — This Case was entered in this Court at the last term thereof and continued to this term And now at this term the said Samuel by Samuel Lathrop his Attorney appears, and the defendants the three times called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Bush and Flower the sum of One hundred and seventeen Dollars and forty Cents damages and Costs of Suit taxed at £8 14-6 & thereof &c.

Exn issued Sept. 19. 1797

Catlin
v
Babcock
May 18th 1797.

Timothy Catlin of Sunderland in the County of Hampshire Yeoman Pltff v. John Babcock of Partridgefield in the County of Berkshire Yeoman. in a plea of trespass on the Case &c This Case was entered at the last term of this Court and continued to this term — and now neither of the parties appearing this Case is dismissed —

Ashley
v
Clarke
May 18th 1797.

William Ashley of Hudson in the County of Columbia and State of New York trader Plaintiff v. Mathew Clarke of Pelham in said County Yeoman Defendt. in a plea of trespass on the Case for that the said Clarke on the tenth day of February in the year of our Lord one thousand seven hundred and ninety six at said Hudson to wit at Northampton aforesaid by his Note of that date for Value received promised the said William to pay him forty eight dollars and fifty five Cents on demand with Interest meaning the interest of Seven pounds on the hundred of the said state of New York — Yet the said Clarke altho often thereto requested hath never paid the said Sum of Money or any part of it but he doth neglect it — to the Damage of the said William Sixty five dollars.
This Case was entered at this Court at the last term thereof and continued to this term And now the plaintiff by Thos Lynde Gent. his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said William do recover against the said Mathew the sum of fifty three dollars and fifteen Cents damages and Costs of Suit taxed at £8 13 9 and thereof &c.

Exn issued Sept. 19. 1797.

Hollisley
v
Spaulding
May 18th 1797.

William Hollisley of Pittsfield in the County of Berkshire a deputy Sheriff pltff v. Asa Spaulding of Worthington in the County of Hampshire Gentleman Deft — in a plea of trespass on the case for that the said Asa on the twenty second day of December last past at Partridgefield in said County of Berkshire to wit at Northampton aforesaid by his Note of that date for Value received promised one Aaron Barrett to pay him or order eight pounds & ten shillings equal to twenty eight dollars thirty three Cents in three months from the date of said Note with the Interest — and afterwards to wit on the same twenty second day of December last past at said Northampton the said Aaron by his indorsement on said Note assigned the same Note to the said William and ordered the Contents thereof wholly due and unpaid to be paid

paid to the said William of all which the said Asa immediately afterwards there had notice and so became chargeable and liable to pay the Contents of the same Note to the said William according to the tenor thereof — and the said Asa being so liable and chargeable then and there in consideration thereof promised the said William to pay him the Contents of the same Note according to the tenor thereof — Yet the said Asa although often requested hath never paid the said sum or any part of it tho the said time of payment has elapsed but hitherto doth it neglect to the damage of the said William forty dollars. This Case was entered in this Court at the last term and continued to this term — and now the plaintiff by Thos. Gould his Attorney appears and the defendant the three times publickly called makes default of his appearance here — Wherefore it is considered by the Court that the said William recover against the said Asa the sum of twenty nine dollars fifty Cents damages and Costs of Suit taxed at $12-48 — and thereof &c.

Exn. issued Sept. 16. 1797. —

Lyman vs Bradley May 87/ 1797.

Caleb Lyman of Hadley in the County of Hampshire Gentleman plaintiff vs Philemon Bradley of Hadley in the same County Husbandman Deft. in a plea of the case for that the said Philemon at said Hadley on the twenty seventh day of March last past by his Note of hand of that date for Value rec.d promised the plaintiff to pay him the sum of Sixty dollars by the first day of October then next the one half of it to be paid in Cash the other half to be paid in neat Cattle — the Cattle to be paid at the said Calebs dwelling House in said Hadley with the interest from the date — and the said Caleb says that he has always been ready since the making said Note at his said dwelling house to receive the said half of the of the said Contents of said Note in neat Cattle Yet the said Philemon though often requested hath not paid the Contents of said Note to the plaintiff or any part thereof but unjustly neglects it — to the damage of the said Caleb the sum of forty Dollars —

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Caleb Strong Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Caleb Lyman recover against the said Philemon the sum of Sixteen dollars and ninety four Cents damages and Costs of Suit taxed at $8-59 & thereof &c.

Exn. issued Sept. 18. 1797.

Strong vs Bonney May 180/ 1797

Caleb Strong of Northampton in the County of Hampshire Esq. plaintiff vs Luke Bonney of Chesterfield in said County Gentleman Defend.t in a plea of trespass on the Case for that the said Luke at said Northampton on the fifteenth day of July in the year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the plaintiff to pay him or order thirty eight pounds six shillings and two pence — which the plaintiff says is equal to One hundred and twenty seven dollars and seventy Cents on demand with Interest yearly till paid — Yet the said Luke tho often requested hath never paid the Contents of the same Note to the plaintiff or any part thereof but neglects it — to the damage of the said Caleb One hundred and thirty dollars —

This Case was entered at the last term of this Court and continued to this term — The plaintiff appears and the defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Caleb recover against the said Luke the sum of One hundred and forty four dollars and twenty nine Cents damages and Costs of Suit taxed at $7-67 and thereof &c. —

Exn. issued Nov. 21. 1797.

Shaw vs Adams May/92/ 1797.

Zachariah Shaw of Chesterfield in the County of Hampshire Husbandman plaintiff vs Thomas Adams late of Partridgefield in the County of Berkshire Husbandman Deft. in a plea of the case for that the said Thomas at said Chesterfield on the seventeenth day of August in the year of our Lord one

thousand seven hundred and ninety four by his note of hand of that date for Value received promised the said Zachariah to pay him the sum of Sixteen pounds one shilling and nine pence which the plaintiff says is equal to fifty three dollars and sixty two Cents on demand with Interest. Yet Also for that the said Thomas at Chesterfield on the seventeenth day of August in the year of our Lord one thousand seven hundred and nine five by his other Note of that date for value received promised the plaintiff to pay him sixteen pounds one shilling and nine pence equal as the plaintiff says to fifty three dollars and sixty two Cents on demand with Interest till paid - Yet the said Thomas though thereto often requested hath never paid the Contents of either of said Notes to the plaintiff or any part of either of them but unjustly neglects it to the damage of the said Zachariah Seventy five dollars —
This Case was entered at the last term of this Court and continued to this term
And now the plaintiff by Caleb Strong Esq. his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Zachariah do recover against the said Thomas the sum of Sixty dollars and twenty eight Cents damages and Costs of Suit taxed at $ 10-17 - and thereof &c.

Exd. ifsued Sept. 18. 1797.

Powers vs Rent — May 1793 1797.

Nathan Powers of Granby in the County of Hampshire Husbandman Pltff. vs. Elijah Rent of the same Granby Gent. defend. in a plea of trespass &c as by the Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term, and now neither of the pties appear and the case is dismissed. — —

Rand vs Lawrence — May 1796 1797.

Aaron Rand of Deerfield in the County of Hampshire, Trader Pltff. v. William Lawrence of Wendell in the County of Hampshire Yeoman alias Gent. Deft. in a plea of the case &c as by the pltfs. Writ and declaration on file - This Case was entered at the last term and continued to this term & now the parties neither of them appear in Court - and this Case is dismissed. —

Bordwell vs Lyon — May 1797 1797.

Samuel Bordwell of Montague in the County of Hampshire Yeoman plaintiff vs Caleb Lyon Junr. of Greenfield in the same County Yeoman Deft. in a plea of the Case for that whereas the said Caleb at Northampton aforesaid on the twenty ninth day of November in the year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Samuel to pay him or his order the sum of fifteen dollars and eighty Cents by the fifteenth day of March then next with interest - Yet the said Caleb hath never paid the same tho requested but neglects it to the damage of the said Samuel the sum of Thirty Dollars —
This Case was entered at the last term of this Court and continued to this Term, and now at this term the plaintiff appears and the defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Samuel do recover against the said Caleb the sum of fourteen dollars and eighty six Cents damages and Costs of Suit taxed at $ 10-61 and thereof &c.

Exd. ifs. Sep. 18. 1797. —

Scott vs Haynes — May 1798 1797.

Thomas Scott of Halifax in the County of Windham and State of Vermont Plaintiff vs Abel Haynes of Bernardstown in the County of Hampshire Yeoman Deft. in a plea of the Case for that whereas the said Haynes at Halifax to wit at said Northampton on the twenty fourth day of October in the year of Lord fourteen hundred and ninety six by his Note under

his hand of that date for Value received promised the plaintiff to pay him or order the sum of four dollars equal to thirteen dollars and thirty four Cents within six Months after the date of said Note with Interest after it is out (meaning with Interest after said Note becomes due) Yet he hath never paid the same tho requested but neglects it to the damage of the said Thomas thirty dollars — This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Thomas recover against the said Abel the sum of thirteen dollars and sixty four Cents damages and Costs of Suit taxed at £ 13-57 and thereof &c.

Exn issued Sept. 15. 1797. ——

Newton & al. vs Goodenow & al. May/99/1797.

Ozias H Newton and Aaron Green both of Greenfield in the County of Hampshire late joint partners in trade plaintiffs v. David Goodenow and Barnett Pickett both of the same Greenfield Yeomen Defts in a plea of the Case for that the said Goodenow and Pickett at said Northampton on the eighth day of October last past by their Note under their hands of that date for Value received promised the said Newton and Green to pay them or their order the sum of twenty five dollars and twenty four Cents on demand with interest Yet they have never paid the same but neglect it — to the damage of the said Newton and Green Sixty Dollars. —

This Case was entered at the last term of this Court and continued to this term And now the plaintiffs by their Attorney appear and the defendants tho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Newton and Green do recover against the said Goodenow and Pickett the sum of twenty six dollars and fifty five Cents damages and Costs of suit taxed at £ 11-7. and thereof &c.

Exn issued Sept. 15. 1797. —

Rand vs Arms May/100/1797.

Aaron Rand of Deerfield in the County of Hampshire Trader Pltff vs Thomas Arms of the same Deerfield Yeoman Deft. in a plea of the Case for that the said Thomas at Northampton aforesaid on the seventeenth day of April last past by his note under his hand of that date for Value recd promised the said Aaron to pay him or order Six pounds eleven shillings & nine pence (equal to twenty one dollars and ninety six Cents) on demand with interest Yet he hath never paid the same tho requested but neglects it to the damage of the said Aaron Forty Dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Aaron recover against the said Thomas the sum of twenty two dollars and fifty two Cents and Costs of Suit taxed at £ 10-13 and thereof &c.

Exn issued Sep. 15. 1797.

Davidson vs Graham May/101/1797

Barnabas Davidson of Deerfield in the County of Hampshire Yeoman & Mehitabel Davidson Wife of the said Barnabas Plaintiffs v. Hugh Graham of Colrain in the same County Yeoman in a plea of the Case for that whereas the said Hugh at Deerfield aforesaid on the sixth day of April in the Year of our Lord one thousand seven hundred and ninety one by his note under his hand of that date for Value received promised the sd Mehitabel then

then feme sole and unmarried (by the Name of Mehitabel Williams) to pay her or order the sum of twenty pounds lawful money (equal to Sixty six dollars and Sixty six Cents) in three years from the date of said Note with Interest — And the said Mehitabel afterwards to wit on the day of the purchase of this Writ at Deerfield aforesaid intermarried with the said Davidson — whereby an action hath accrued to the said Davidson and Wife to have and recover of the said Graham the Contents of said Note and the said Graham then and there in consideration thereof promised the said Davidson and Wife to pay them the same when he should be thereto requested — yet the said Graham the often thereto requested and the said three years has long since elapsed hath never paid the same to the said Mehitabel whilst feme sole and unmarried nor to the said Davidson and Wife since their intermarriage tho thereto requested but neglects it to the damage of the said Davidson and Wife One hundred Dollars. —

This Case was entered in this Court at the last term & continued to this term and now the plaintiffs by their Attorney appear and the Deft. the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Davidson & Wife recover against the said Hugh Graham the sum of Eighty five dollars and Sixty seven Cents damages and Costs of Suit taxed at $ 11-5 — and thereof &c.

Exn issued Sept. 15. 1797. —

Nash vs Sheldon May 102/1797.

Simeon Nash of Wilmington in the County of Windham and State of Vermont Yeoman plaintiff v. Caleb Sheldon of Conway in the County of Hampshire Yeoman Deft. in a plea of the Case &c as by the declaration in the Writ on file — this Case was entered at the last term of this Court and continued to this term and now neither of the parties appear and the case is dismissed ———

Upton vs Gould May 103/1797.

Nathaniel Upton of Charlemont in the County of Hampshire Yeoman pltff v. Nathan Gould of the same Charlemont Yeoman Deft. in a plea of the Case &c as by the pltff declaration in the Writ on file, this Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear and the case is dismissed —

Coats apt. vs Wheeler May 104/1797

John Coats of Barnardstown in the County of Hampshire Yeoman appellant v. Asahel Wheeler of Gill in the same County Yeoman appee. from the Judgment of Jason Ripley Esq one of the Justices of the peace for said County on an action wherein Asahel Wheeler was the original Plaintiff and the John Coats Deft. in a plea of the Case for that whereas the said John at Greenfield aforesaid on the twentieth day of January in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value promised the plaintiff to pay him or order the sum of seven dollars and sixty two Cents on demand with Interest yet he hath never paid the same tho requested but neglects it to the damage of the said Asahel the sum of thirteen Dollars —

This Case was entered in this Court at the last term and continued to this term, and now at this term the said Asahel by his Attorney appears and the said John the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asahel recover against the said John the sum of Seven Dollars and thirty five Cents damages and Costs of Suit taxed at Fifteen dollars and thirty five Cents and thereof he may have &c —

Exn iss. Sept. 19. 1797.

Beriah Willard of Greenfield in the County of Hampshire trader plaintiff v. William Wise of the same Greenfield Taylor Deft. in a plea wherein he demands against the said Wise possession of a certain tract of Land lying in said Greenfield upon the West side of the County Road leading from Deerfield to the Meeting House in Sd Greenfield and is part of the Land formerly conveyed to said Willard by Jhed Wells containing about half an acre be the same more or less. and the said Willard says he was seized in his demesne as of fee of the premises aforesaid with the appurtenances in his own right in a peaceable time within thirty years last past taking the profits thereof to the value of Six dollars by the year and ought still to hold the same accordingly yet the said Wise within three Months last past hath entered into the premises and thereof unjustly disseized and ejected him and still unjustly holds him out - to the damage of the said Willard One hundred Dollars.—

Willard v Wise May 106 1797

This Case was entered at the last term of this Court and continued to this term & now the plaintiff by his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Willard recover against the said Wise the possession of the demanded premises together with his Costs of Suit taxed at - Ten Dollars and ninety Cents and thereof &c.

Beriah Willard of Greenfield in the County of Hampshire Trader Plaintiff v. William Wise of the same Greenfield Yeoman in a plea of the Case for that whereas the said Wise at Northampton aforesaid on the day of the purchase of this Writ was justly indebted to the plaintiff in the sum of Sixty dollars and forty seven Cents for divers goods Wares and Merchandize by the Pff to the said Wise at his special instance and request there before that time sold and delivered and being so indebted he the said Wise there afterwards on the same day in consideration thereof promised the plaintiff to pay him the same upon demand — and also for that whereas afterwards to wit at Northampton aforesaid on the same day and year aforesaid in consideration that the said Willard at the like special instance and request of the said Wise had before that time sold and delivered to the said Wise divers other goods Wares and Merchandizes he the said Wise then and there promised the Sd Willard to pay him so much money therefor as he reasonably deserved to have for the same when he the said Wise should be thereto afterwards requested and the said Willard avers that he reasonably deserves to have of the said Wise another sum of Sixty Dollars and seventy seven Cents viz at Northampton aforesaid of which the said Wise there on the same day had Notice — and also for that whereas afterwards to wit on the same day and year aforesaid at Northampton aforesaid in consideration that the Pff. at the like special instance and request of the said Wise had before that time sold and delivered to the said Wise thirty bushells of indian Corn and twenty Cords of Wood and six thousand feet of board timber he the said Wise then & there in consideration thereof promised the plaintiff to pay him so much money therefor as the same was reasonably worth when he the said Wise should be thereto afterwards requested. Now the Pff in fact says that the same Corn, Wood and timber were reasonably worth another sum of thirty dollars to wit at Northampton aforesaid of which the Deft. there on the same day had notice - Yet the said Wise the often requested hath never paid either of said sums but neglects it to the damage of the said Willard two hundred Dollars —

Jame v Jame May 107 1797

This Case was entered at the last term of this Court and continued to this term The plaintiff now appears by his Att^y. and the Deft. the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Willard recover against the said Wise the sum of Ninety dollars and seventy seven Cents damages and Costs of suit taxed at D 10. 85 and thereof &c

Exn issued Sept. 15. 1797.

Gragg vs Lane May 112/1797.

Jacob Gragg of Colrain in the County of Hampshire Trader, Pltff. vs. Amos Lane of [redacted] Colrain Yeoman Deft. in a plea of the Case for that whereas the said Amos at Northampton aforesaid on the fourth day of March last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order thirty dollars and seventeen Cents on demand with Interest yet he hath never paid the same tho requested but neglects it to the damage of the said Jacob Sixty Dollars —

This Case was entered at the last term of this Court and continued to this term & now at this term the plaintiff by his Attorney appears and the defendt. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jacob do recover against the said Amos the sum of thirty one dollars and nine Cents damages and Costs of Suit taxed at $12.87 and thereof &c.

Exn. issued Sept. 15. 1797. —

Same vs Wells May 112/1797

Jacob Gragg of Colrain in the County of Hampshire trader. Plaintiff vs. Levi Wells of the same Greenfield Yeoman Deft. in a plea of the Case for that the said Levi at Greenfield aforesaid on the day of the date of this Writ [redacted] justly indebted to the said Jacob in the sum of thirty eight dollars and eighty three Cents for the like sum of money there before that time had and received of the said Jacob and to the use of the said Jacob and being so indebted he the said Levi then and there in consideration thereof promised the plaintiff to pay him the same sum on demand — Also for that whereas the said Levi at Greenfield aforesaid on the day of the date of the Writ aforesaid was justly indebted to the said Jacob in another sum of ~~Eighty~~ thirty eight dollars and eighty three Cents for so much money before that time laid out and expended by the said Jacob for the d. Levi at his request and being so indebted the said Levi then and there in consideration thereof promised the said Jacob to pay him the same sum on demand — Yet tho often requested he hath never paid either of the sums aforesd. but neglects it to the damage of the said Jacob Fifty Dollars —

This Case was entered in this Court at the last term thereof and continued to this term and now the plaintiff by his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jacob recover against the said Levi the sum of $17-37. and thereof &c —

Exn. issued Sept. 15. 1797.

Willard vs Wells — May 112/1797

Beriah Willard of Greenfield in the County of Hampshire Trader plaintiff ~~vs & pltff of the Case~~ for that whereas vs. Silas Wells of the same Greenfield Taylor defendant in a plea of the Case for that whereas the said Silas at Greenfield aforesaid on the eleventh day of December in the year of our Lord one thousand seven hundred and ninety four by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the sum of Twenty pounds equal to Sixty Six dollars and Sixty six Cents to be paid on the seventeenth day of April in the Year of our Lord one thousand seven hundred and ninety six with Interest. Also for that whereas the said Silas at said Greenfield on the sixth day of April last past by his other Note of that date for Value received promised the said Willard to pay him another sum of Seventeen dollars and four Cents on demand with interest — Also for that whereas the said Silas at said Greenfield on the second day of December last past by his other Note under his hand of that date for Value received promised ~~the pltff~~ to pay him or order another sum of Twenty dollars and eighty two Cents on demand with Interest — And also for that whereas the said Silas at d. Greenfield on the seventeenth day of September in the Year of our Lord one thousand seven hundred and ninety five was justly indebted to the plaintiff in other sum of eight shillings and nine pence / equal to one Dollar and ~~forty six Cents~~ / for so much money there before that time had & recd. by the said Silas of the Pltff

to —

to his Use and being so indebted he the said Silas then and there in consideration thereof promised the plaintiff to pay him the same upon demand — Yet he hath never paid either of said sums but neglects it — to the damage of the said Willard the sum of One hundred and Sixty dollars —
This Case was entered at this Court at the last term thereof and continued to this term and now the plaintiff by his Attorney appears and the defendant the three times publickly called to come into Court make default of his appearance here — Wherefore it is considered by the Court that the said Silas in Court comes and defends the force and injury when &c and offering Liberty to plead anew at the trial of appeal says the plaintiffs declaration is insufficient in Law — and the plaintiff consenting to said reservation says his declaration is sufficient — All which being seen and understood by the Court it appears to the Court that the plaintiffs declaration is sufficient — Wherefore it is considered by the Court that the said Willard recover against the said Wells the sum of One hundred & twenty dollars and Sixty Cents damages and Costs of Suit taxed at fourteen dollars and forty three Cents — and thereof &c — — — —
Whereupon the said Wells by his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant — and recognizes with sureties to prosecute the same appeal with effect. —

Anthony Jones of Bernardstown in the County of Hampshire Yeoman plaintiff v. Caleb Sheldon of Conway in the same County Gent. def.t in a plea of the case &c as by the plaintiffs Writ and declaration file. This Case was entered at the last term of this Court and continued to this term — and now the plaintiff and defendant become nonsuit and defaulted — and this Case is dismissed —

Jones v. Sheldon — May (115) 1797.

Thomas Wells of Leyden in the County of Hampshire Trader — Plaintiff v. James Harkness Jun.r of Colrain in the same County Yeoman in a plea of the Case for that the said James at Greenfield in said County on the day of the purchase of this Writ was justly indebted to the said Thomas in the sum of Twenty seven dollars and eighty eight Cents for divers goods Wares and merchandizes by the plaintiff to the said James at his speciall instance and request theretofore that time sold and delivered, and being so indebted he the said James there afterwards on the same day in Consideration thereof promised the plaintiff to pay him the same upon demand — Yet he hath never paid the same tho requested but neglects it to the damage of the said Thomas Thirty dollars —
This Case was entered in this Court at the last term thereof and continued to this term — And now the plaintiff appears by his Attorney and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Thomas recover against the said James the sum of twenty seven dollars and eighty eight Cents damages and thirteen dollars and twenty eight Cents Costs of Suit taxed by the Court. and thereof &c. Exc.n issued Sept.r 15. 1797. —

Wells v. Harkness — May. (116) 1797.

Jabez Foster of Whitingham in the County of Windham and State of Vermont Gent. plaintiff v. Elisha Tilden of Montague in the County of Hampshire Yeoman Def.t in a plea of the Case &c as by the plaintiffs Writ and declaration on file — This Case was entered in this Court at the last term and continued to this term and now Neither of the ~~said~~ parties appear & the Case is dismissed —

Foster v. Tilden — May (117) 1797.

Rufus Thayer of Heath in the County of Hampshire Yeoman Pltff v. Timothy Upton Jun.r of New Salem in the same County Yeoman Def.t in a plea of the Case &c — as by Writ and Declaration on file — This Case was entered at the last term & continued to this term — and now neither of the parties appear and the Case is dismissed —

Thayer v. Upton — May (118) 1797.

Hall
vs
Bifsell
May. 119/ 1797.

John Ellan Hall of Greenfield in the County of Hampshire Trader Pltff. v. Jonathan Marsh Bifsell of Montague in the same County Yeoman Deft. in a plea of the case for that whereas the said Jonathan at said Greenfield on the eighteenth day of april in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order the sum of six dollars and twenty four Cents (meaning on demand) with interest — also for that whereas the said Jonathan at said Greenfield on the twenty ninth day of august last past was justly indebted to the said Hall in the sum of twenty dollars and five Cents for so much money there before that time had and received by the said Jonathan of the plaintiff and to his use and being so indebted he the said Jonathan then and there in Consideration thereof promised the plaintiff to pay him the same sum upon demand with interest and also for that whereas the said Bifsell at Greenfield aforesaid on the day of the purchase of this Writ was jointly indebted to the said Hall in the sum of Twenty eight dollars and fifteen Cents for divers goods Wares & Merchandizes by the plaintiff & the said Bifsell at his special instance and request there before that time sold and delivered and being so indebted he the said Bifsell then and there in consideration thereof promised the plaintiff to pay him the same sum on demand Yet he hath never paid either of the sums aforesaid the respective but neglects it to the damage of the said Hall One hundred Dollars —

This Case was entered in this Court at the last term and continued to this term and now the plaintiff by Reth. E. Newcomb Gent. his Attorney appears and the Deft. the three times publiclly called to come into Court makes default of his appearance — whereupon it is considered by the Court that the said Hall recover against the said Bifsell the sum of Fifty six dollars and seventeen Cents damages and Costs of Suit taxed at $11-61 and thereof &c —

Ex. issd Sept. 15. 1797 —

Holt
vs
Moore
May /120/ 1797

Moses Dike Holt of Hadley in the County of Hampshire Yeoman Pltff. v. William Moore of Hartford in the County of Hartford and State of Connecticut Esq. in a plea of the case for that the said William at Hartford aforesaid on the twelfth day of November in the year of our Lord one thousand seven hundred and ninety six by his note under his hand of that date for value received promised promised the said Holt to pay him or his order the sum of fifty seven pounds three shillings and eight pence (equal to one hundred and ninety dollars and sixty one Cents) on demand with Interest — also for that whereas the said Moore on the thirteenth day of November last past at Greenfield aforesaid was justly indebted to the plaintiff in another sum of fifty seven pounds three shillings and eight pence (equal to one hundred and ninety dollars and sixty one Cents) for so much money there before that time had and received by the said Moore of the said Holt and to his use and being so indebted he the said Moore then & there in Consideration thereof promised the plaintiff to pay him the same sum on demand with Interest — Yet the often requested he hath never paid either of said sums but neglects it to the Damage of the said Holt two hundred Dollars —

This case was entered in this Court at the last term thereof and continued to this term and now the plaintiff by R. E. Newcomb his Attorney appears and the Deft. by Jon. Leavett Gent his Attorney comes and defends the wrong & Injury when &c and reserving Liberty to plead anew at the Supreme Court & agreeing that there shall be no review on his part says the pltffs declaration and the matters therein contained are insufficient in Law. — And the plaintiff agreeing to the reservation saith his declaration is sufficient — All which being seen by the Court and fully understood — it appears to the Court that the plaintiffs declaration and the matters therein contained are sufficient in Law — Wherefore it is considered by the Court that the said Holt recover against the said Moore the sum of one hundred and forty four dollars and fifty Cents damages and Costs of suit taxed at $14. 26 & thereof &c.

Whereupon the said William appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within & for the said County on the fourth tuesday of September instant & recognizes with surties to prosecute the same appeal to effect —

Morgan
v.
Goodman
May 123/1797

Zedekiah Morgan of Newtown in the County of Fairfield in the State of Connecticut Trader plaintiff v. Titus Goodman of Southadley in said County of Hampshire Trader defendant — in a plea of the Case for that whereas the said Titus at Northampton aforesaid on the eighteenth day of January last past was justly indebted to the Plaintiff in the sum of Three hundred ~~Dollars~~ and thirty three dollars and thirty three Cents for so much money there before that time had and received by him to the use of the Plaintiff, and in consideration thereof he then and there in Consideration thereof promised the plaintiff to pay him the same sum on demand — Yet he hath never paid the same though oft requested but neglects it to the damage of the said Zedekiah Six hundred Dollars. The plaintiff by Richard E. Newcomb his Attorney appears, and the defendant by Samuel Hinckley Esq his Attorney comes into Court when &c & defends the force and Injury &c / and reserving to him Liberty to plead anew at the Supreme Court and agreeing that there shall be no review on the part of the plaintiff says that the plaintiffs declaration is insufficient in Law — And the plaintiff consenting to the aforesaid reservation and agreeing that the Trial at the supreme Court shall be final on his part says that his declaration aforesaid is sufficient and good.
All which being seen and understood by the Court it appears to the Court that the declaration of the plaintiff and the matter therein contained in insufficient in Law — Whereupon it is considered by the Court that the said Titus recover against the said Zedekiah his Costs taxed at $ 18. 28 and thereof &c
Whereupon the said Zedekiah by Richard E Newcomb Gentn his atty appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and recognizes with securities to prosecute the same appeal with effect. ——

Bryant
v
Moody
May 126/1797

Jehabod Bryant of Amherst in the County of Hampshire Yeoman Plaintiff v. Jeremy Moody of the same Amherst Yeoman Deft — in a plea of the Case for that the said Jeremy at said Amherst on the fifth day of May in the year of our Lord Seventeen hundred and Ninety six by his Note under his hand of that date for Value received promised the said Jehabod to pay him or order the Value of Twenty Dollars in six months from the date thereof. Six dollars to be paid in Cash the remainder in Work with lawful Interest for the same till paid and the said Jehabod says he has always been ready to receive the said Work — Yet the said Jeremy the often thereto requested hath never paid the same or performed his said Promise but neglect it — This Case was entered at the last term of this Court — and continued to this term. And now at this term the plaintiff by his Atty appears and the defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Jehabod do recover against the said Jeremy the sum of Twenty one dollars and Sixty two Cents damages & Costs of Suit taxed at $ 85 and thereof &c.

Exn issued Sept. 23d 1797.

Hall
v
Forbes
May 130/1797.

Caleb Hall of Canaan in the State of New York Innholder Plaintiff v. Daniel Forbes of Greenfield in the County of Hampshire Trader Defendt in a plea of Covenant broken for that whereas the said Daniel at Greenfield on the tenth day of September last past in and by his certain deed or

writing under his hand and Seal of that date ready in Court to be produced in consideration of his having before that time received the full Value of the said Caleb to pay him forty four Dollars on demand - Yet said Daniel the often thereto requested hath never paid said Sum as he ought to have done according to his promise and Covenant aforesaid - by means of which the said Daniel his Covenant aforesaid hath broken and the same has not fullfilled to the damage of the said Caleb Sixty five Dollars.

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by his Attorney appears and the Defendt. the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Caleb do recover against the said Daniel the sum of Forty six dollars and Sixty five Cents damages and Costs of Suit taxed at $13-9- and thereof &c.

Extd. Issued Septr. 23. 1797

Porter vs Mathews et al May. 131. 1797.

Samuel Porter of Gadley in the County of Hampshire Gentn. Pltff. v. John Mathews Husbandman and William Stewart Husbandman both of Colerain and Hazel Ransom of Shelburne Gentleman all in said County of Hampshire defendts. in a plea that they render to him the said Samuel the sum of Eleven dollars and ninety eight Cents which to him they owe & from him wrongfully detain for that whereas the said Samuel before the Justices of the Court of Common pleas holden at Northampton within and for the County of Hampshire on the first Tuesday of September in the year of our Lord one thousand seven hundred and ninety by the consideration of said Justices recovered Judgment against said John William and Hazel for the sum of Twenty seven pounds three shillings and four pence equal to Ninety dollars and fifty six Cents/ damages and one pound seven shillings and seven pence /equal to four dollars and sixty Cents/ Cost of Suit Whereof the said John William and Hazel are convict as by the Record thereof in our said Court remaining is manifest and appears which Judgment remains in full force and effect a Writ of Execution hath issued thereon in due form of law of the price of seventeen Cents Yet the return Day thereof hath long since been past and only eighty three dollars and thirty three Cents hath paid on and indorsed thereon and the remainder of said Sum remains wholly unpaid - from whence action hath accrued to said Samuel to have and recover the residue of said Sum of said John William & Hazel Yet said John William and Hazel the often thereto requested hath paid the same but refuses so to do. To the damage of the said Samuel the Sum of Thirty Dollars.

This Case was entered at the last term of this Court and continued to this term - and now at this term the plaintiff by his Attorney appears and the defendants the three times publickly called to come into Court makes default of this appearance here. Wherefore it is considered by the Court that the said Samuel do recover against the said John William and Hazel the sum of Seventeen dollars and four Cents damages and Costs of Suit taxed at $8-53 and thereof &c.

Extd. Issued Septr. 23. 1797.

Charles Phelps Esq. Esq. and Samuel Porter Gentleman both of Hadley in said County Executors of the last Will and Testament of Elisha Porter Esquire late of said Hadley deceased Pltff. vs. Shadrach Chapin of Rowe and Jonathan Scott of Charlemont both in the County aforesaid Yeomen alias Gentlemen Defendants — in a plea of the Case for that the said Shadrach and Jonathan at said Hadley on the twelfth day of November in the Year of our Lord seventeen hundred & ninety four by their Note under their hand of that date for Value received promised the said Elisha then alive to pay him or his order sixteen pounds four shillings and six pence / equal to Fifty seven dollars and nine Cents within one year from the first day of January then next ensuing with lawful Interest for the same till paid — Yet said Shadrach and Jonathan the often thereto requested have never either of them paid the same to said Elisha while living nor since his decease to the said Charles and Samuel but wholly refuse to do it to the damage of the said Charles & Samuel in said Capacity the sum of Sixty four dollars.

Porter Ex^rs vs Chapin & Scott. May / 132 / 1797

This Case was entered at the last term of this Court and continued to this term — and now at this term the Pltffs by their Attorney appear herein Court — and the Deft. the three times publickly called to come into Court make default of their appearance here. Wherefore it is considered by the Court that the said Charles and Samuel do in their said capacity recover against the said Shadrach Chapin and Jonathan Scott the sum of Fifty dollars and twenty seven Cents damages and Costs of Suit taxed at $ 9. 23 and therefor &c.

Ex^n issued Sept. 23^d 1797.

Asaph Lyon of Pelham in the County of Hampshire Trader Plaintiff v. Jesse Peirce of New Salem in the same County Gentleman Defend^t in a plea of the Case for that the said Jesse at New Salem aforesaid on the fifteenth day of April in the Year of our Lord Seventeen hundred & ninety six by his Note under his hand of that date for Value received promised the said Asaph to pay him Sixty three dollars on demand with lawful Interest for the same till paid. Yet the said Jesse the often requested hath never paid the same but wholly refuses so to do — to the damage of the said Asaph the sum of Eighty Dollars.

Lyon vs Peirce May / 133 / 1797

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by Jon^th E. Porter Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asaph recover against the said Jesse the sum of ~~Two~~ Sixty six dollars ~~Fifty seven~~ Eighty four Cents damages and Costs of Suit taxed at $ 10. 49 & therefor &c.

$ 36. 84. Dam. Costs $ 10. 49.

Ex^n issued Sept. 23^d 1797.

Asaph Lyon of Pelham in the County of Hampshire Trader Plaintiff vs Amos Reed of New Salem in the County aforesaid Yeoman Deft. in a plea of the Case for that the said Amos at said New Salem on the twenty first day of October last past by his Note under his hand of that date for Value received promised the said Asaph to pay him or his order Nineteen dollars and forty two Cents on demand with lawful Interest for the same till paid. Yet the said Amos the thereto often requested hath never paid the same but wholly refuses so to do to the damage of the said Asaph Thirty dollars.

Lyon vs Reed May / 135 / 1797.

This Case was entered at the last term of this Court and continued to this term.

and

And now at this Court the plaintiff by Jonr. E. Porter Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the pl. recover against the said Moses the sum of Twenty Dollars and forty nine Cents damages and Costs of Suit taxed at $18 - 61 and three fifths &c.

Execution Sept. 23d 1797.

Moody
vs
White
Nov. 136. 1797

Josiah Moodey Junr. of Ashfield in the County of Hampshire Yeoman Pltff. vs. Aaron White of Northampton in the same County Yeoman Deft. in a plea of the Case for that said Aaron at Southadley in said County on the fifteenth day of December in the Year of our Lord Seventeen hundred and ninety one by his Note under his hand of that date for Value received promised said Josiah to pay him the Value of ~~Twenty dollars~~ six pounds equal to twenty dollars in good saleable neat Stock at Cash price on or before the first day of November next with lawful Interest for the same till paid — and said Josiah in fact says he has always been ready to receive said Stock according to the time of said Note Yet said Aaron the often thereto requested hath never paid the same but wholly refuses so to do to the damage of the said Josiah Twenty five dollars. —

This Case was entered at the last term of this Court and continued to this Term And now at this Court the plaintiff by his Attorney Jonr. E. Porter Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Josiah recover against the said Aaron the sum of Sixteen dollars eighty six Cents damages and Costs of Suit taxed at $9. 85 & three fifths.

Execution Sept. 23d 1797. —

Price
vs
Hammond
May 137 1797

Ezekiel Price Junr. of Hadley in the County of Hampshire Trader Pltff. vs Timothy Hammond of the same Hadley Yeoman defendant in a plea of the Case for that the said Timothy at Hadley aforesaid on the ninth day of November last past by his Note under his hand of that date for Value received promised the said Ezekiel to pay him or his order five pounds ten shillings and eleven pence equal to Eighteen dollars and forty nine Cents on demand with lawful interest for the same till paid — Yet said Timothy the often thereto requested hath never paid the same but wholly refuses so to do — to the Damage of the said Ezekiel Twenty five dollars. —

This Case was entered at the last Term of this Court and continued to this term And now at this Court the Plaintiff by Jonathan E. Porter Esq his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ezekiel recover against the said Timothy the sum of Nineteen dollars and Forty eight Cents damages and Costs of Suit taxed at $7. 49 and three fifths &c.

Execution Sept. 23d 1797. —

Clap
vs
Eddy.
May. 140 1797.

Parsons Clap of Springfield in the County of Hampshire deputy Sheriff in said County plaintiff vs. Charles Eddy of Palmer in said County Yeoman Deft. in a plea of trespass on the Case for that the said Charles at said Northampton on the twenty third day of July in the Year of our Lord One thousand seven hundred and ninety six by his certain Note in writing under his Hand of that date acknowledged that he had received of the plaintiff one certaine Likely sack sorrell mare and Colt which said Mare meaning thereby the said Mare and Colt was by the plaintiff attached by virtue of a Writ of one Shott well

well against one Joseph King, which property meaning the said Mare and Colt he the said Charles by the same writing promised to return and deliver the plaintiff on demand and the plaintiff avers that he at said Northampton the fifteenth day of February in the year of our Lord seventeen hundred and ninety seven demanded the same Mare and Colt of the said Charles and then and there requested the sd Charles to deliver to him the same Mare and Colt aforesaid and the plaintiff further avers that the same Mare and Colt so delivered as aforesaid would have been well worth the sum of Two hundred dollars of all which the said Charles had Notice Yet sd Charles the often thereto requested and particularly as aforesaid hath never delivered the plaintiff said Mare and Colt or in any way performed his said promise but wholly neglects and refuses to do it — also for that said Charles at said Northampton on the first day of March last past was justly indebted to the plaintiff in the sum of two hundred dollars for so much money by the said Charles of the plaintiff there before that time had and received to the Pltffs use and being so indebted then and there in consideration thereof undertook and to the Pltff faithfully promised to pay him the same sum on demand — Yet said Charles the often requested hath never paid the plaintiff the same sum last mentioned but neglects and refuses to do it to the damage of the said Parsons the sum of Three hundred Dollars. —

This Case was entered at the last term of this Court and continued to this Term and now at this Court the Plaintiff by his Attorney appears & the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Parsons recover against the said Charles the sum of One hundred and Thirty, Dollars damages and Costs of Suit taxed at $ 13-69 - and thereof &c.

Exd issued Septbr 19th 1797.

Jesse Todd of West Springfield in the County of Hampshire Yeoman Plaintiff v Isaac Bow of the same West Springfield Yeoman Deft in a plea of the case for that whereas the said Isaac at West Springfield aforesaid on the twenty seventh day of April in the year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for value received promised the plaintiff to pay him the sum of eighty five pounds lawful money equal to two hundred and eighty three dollars and thirty three Cents, by the twenty seventh day of February then next with the lawful Interest for the same after that date untill paid Yet the said Isaac the often thereto requested hath never paid the plaintiff the same sum but unjustly neglects and refuses to do it To the damage of the said Jesse Four hundred Dollars. — This Case was entered at the last term and continued to this term, and now at this Court the plaintiff by his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Jesse recover against the said Isaac the sum of two hundred and thirty dollars fifteen Cents damages and Costs of suit taxed at $ 13-38 & thereof &c.

Todd vs Bow May 1143. 1797

Exd issued Septr 19. 1797. —

John Woods of a Place called Genesee in the County of Ontario and State of New York Yeoman Pltff v Ephraim Fitch of Worthington in the County of Hampshire Husbandman Deft in a plea of the Case for this that whereas the said Ephraim at Worthington aforesaid on the thirteenth day of February in the year of our Lord seventeen hundred and ninety six by his promissory Note of hand of that date of that date for Value rec

Woods vs Fitch May 148. 1797

promised the plaintiff to pay him the Sum of Fifty Dollars in eight Months from the date with Interest after not all paid – Yet the said Ephraim the often requested hath never performed his said promise but neglects it to the damage of the said John Sixty six dollars.
This Case was entered at the last Term of this Court and continued to this time and now at this Court the plaintiff by Jonathan Woodbridge Gent. his atty appears and the defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said John recover against the said Ephraim the sum of Fifty three Dollars and seventy nine Cents damages and Costs of Suit taxed at $ 15. 30 and thereof &c.

Execution Sept. 19. 1797.

Savage
vs
Fobes
May. 1149. 1797

Sylvester Savage of Brookfield in the County of Windham and State of Vermont Yeoman plaintiff v. Lemuel Fobes of Norwich in the County of Hampshire Gentleman Deft. in a plea of the case for this that whereas the said Lemuel at Northampton aforesaid on the twenty ninth day of July last past by his promissory Note of hand of that date for Value received promised the plaintiff meaning deliver him the sum of sixty six dollars and sixty eight Cents lawful money worth of Grain at Aaron Gillette their dwelling house in Westfield. by the first day of January then next with interest till paid and the plaintiff in fact says that he has always been ready to receive said sum in grain at said Gillette dwellinghouse in Westfield according to said Note and particularly on the first day of January – Yet the said Lemuel altho often requested has never performed his said promise but neglects to do it. To the damage of the said Sylvester One hundred Dollars. ——
This case was entered in this Court at the last term thereof and continued to this term – And now at this Court the plaintiff by his Attorney appears and the defendant tho three times called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Sylvester recover against the said Lemuel the sum of ~~Twelve dollars Thirty~~ twenty one dollars and thirteen Cents damages and Costs of Court taxed at $ 12. 56 and thereof &c.

Execution Sept. 19th 1797.

Dwight
vs
Rooney
May 1501 1797

Josiah Dwight of Stockbridge in the County of Berkshire Gent. Pltff v. James Rooney of Middlefield in the County of Hampshire Gent. Deft in a plea whereon the said Josiah demands against the said James one hundred Acres of Land with the appurtenances lying in Middlefield aforesaid and in that part of said Middlefield which originally belonged to Worthington in the said County of Hampshire and in the Lot Number One hundred and thirty in the original plan laying out and numbering the said Town of Worthington in his right & Inheritance and into which the sd James hath not entered but by the disseizen which the said James thereof unjustly and without Judgement hath made and committed within thirty years now last past viz on the first day of October in the Year of our Lord Seventeen hundred and ninety and whereupon the said Joseph complains for this that he the said James at Middlefield aforesaid on the same day was seized of the demanded premises with the appurtenances in his demesne as of fee and right in time of peace taking the profits thereof to the Value of Ten dollars by the Year and ought still to hold and possess the same – Nevertheless the the said James at Middlefield aforesaid within thirty Years now last past viz on the first day of October last past unjustly and without Judgment hath

entered into the said demanded premises & deforced the said Josiah thereof and still holds him out — To the damage of the said Josiah the Sum of Thirty Dollars.

This Case was entered in this Court at the last term thereof and continued to this term and now at this Court the plaintiff by Jon. Woodbridge his Attorney appears and the defendant by Jos. Lyman Esq his Attorney comes into Court and defends &c and for plea says he is not guilty of the wrong and deforcion in manner and form as the Pltff in his declaration against him hath alledged and thereof puts himself on the Country.

and the said Josiah refusing Liberty to join the issue at the supreme Court says that the plea aforesaid is insufficient in Law to bar him from having and maintaining his Action aforesaid against him the said James and this he is ready to verify wherefore he prays Judgment.—

and the plaintiff consenting to said reservation says his plea is sufficient. All which being seen and understood by the Court it appears to the Court that the plea of the said James by him pleaded is a full and sufficient answer to the declaration of the said Josiah and that the said Josiah by his plea ought to receive nothing — Wherefore it is considered that the said Josiah by his plea do receive nothing but that for his groundless Claim he be in mercy &c — and it is further considered that the said James recover against the sd Josiah his Costs taxed at

after all which the said Josiah by his said Attorney appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for said County on the fourth Tuesday of September instant and recognizes with sureties to prosecute the same appeal with effect

Parsons vs Lathrop May 1/15/1797.

Sylvanus Parsons of Worthington in the County of Hampshire Yeoman Plaintiff vs Benjamin Lathrop of the same Worthington Gentleman in a plea of the Case for that whereas the said Benjamin at Worthington aforesaid on the fifth day of November in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note of hand of that date for Value received promised the plaintiff to pay him the Sum of Sixty dollars in one Year from the date of said Note with Interest till paid — Yet the said Benjamin the often requested hath never performed his promise aforesaid but neglects it to the damage of the said Parsons Sixty Six dollars —

This Case was entered in this Court at the last term thereof and continued to this Term — and now the Pltff by Jon. Woodbridge his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Sylvanus do recover against the sd Benjamin the Sum of Sixty Six dollars Sixty Cents damages and Costs of Suit taxed at $ 11-13 and thereof &c.

Execution Sept. 19. 1797 —

Watkins vs Bordwell May 1/15/1797

Roger Watkins of Partridgefield in the County of Berkshire Gentleman Pltff vs Silas Bordwell of Conway in the County of Hampshire Labourer Defendant in a plea of the Case for that whereas the said Silas at Conway aforesaid on the Seventeenth day of August in the Year of our Lord Seventeen hundred and ninety five by his promissory note of hand of that date for Value received promised the said Roger to pay ~~him~~ the Sum of Nine pounds fourteen shillings lawful money equal to thirty two dollars and thirty three Cents on demand with Interest — Yet the said Silas the often

thereto requested hath never paid the same but neglects so to do — to the damage of the said Roger the sum of Sixty Dollars.
This Case was entered at the last term of this Court and continued to this term and now at this Court the plaintiff by his Attorney appears and the defendt. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Roger do recover against the said Silas the sum of Thirty six dollars and twenty eight Cents damages and Costs of Suit taxed at $11-48. & thereof &c.

Exd. Sept. 29th 1797.

Allen vs Cottrill May 24. 1797

Samuel Allen of Worthington in the County of Hampshire Yeoman plaintiff v. Nicholas Cottrill of the same Worthington Yeoman Deft. in a plea of the Case &c as by the declaration in the Writ on file — This Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear in Court & this Case is dismissed.

Inhabitants Pelham vs Hunter May 26. 1797.

The Inhabitants of the second parish in Pelham in the County of Hampshire pltffs. v. Isaac Hunter of Greenwich in the same County Yeoman deft. in a plea of the Case as by the plaintiffs writ on file — This Case was entered in this Court at the last term thereof — and continued to this term — and now at this term neither of the said parties appear here in Court this Case is dismissed.

Nichols vs Silas May 29 1797

Jonathan Nichols of New Salem in the County of Hampshire Trader plaintiff v Simeon Silas of Greenwich in the same County Yeoman Defendt. in a plea of the Case for that the said Simeon at said New Salem on the twenty first day of April current by his promissory Note of hand of that date for Value received promised the said Jonathan to pay him or his order the sum of Six pounds fifteen shillings and nine pence equal to twenty five dollars and sixty two Cents / on demand with Interest for the same untill paid — Yet the said Simeon the often requested hath never paid the same but neglects and refuses so do to the damage of the said Jonathan Forty dollars —
This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by his Attorney appears and the deft. the three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan recover against the said Simeon the sum of Twenty three dollars and fifteen Cents damages and Costs of Suit taxed at $11. 27 and thereof &c.

Exd. Sept. 22. 1797.

Foster vs Perry May 26 1797

Nathan Foster of New Salem in the County of Hampshire Yeoman plaintiff v. Joseph Perry of the same New Salem Yeoman defendant in a plea of the Case for that whereas the said Nathan is good, honest and faithful Citizen and from the time of his Birth unto this time has been always held accounted and esteemed among all his neighbours and acquaintance as a person of good name Character and reputation and has always been free from the Crime of adultery and from every other Crime and from any imputation or suspicion of Lascivious conversation or chastity fornication or adultery or of any such

ditrisions or scandalous Crime and hath always hitherto behaved and demean
ed himself in a good virtuous chaste way of living by means whereof he acquired
the Love good Will and affection of all good Citizens to whom he was known nevertheless
the said Joseph well knowing the premises and designing and intending wrongfully
the said Nathan of his good fame character and reputation aforesaid wholly to de
prive and to cause the said Nathan to be had in the greatest scandal and contempt
and to have the odious and detestable character of an adulterer and to be prosecuted
and punished according to our Laws in Case of Adultery - on the twenty first day of
October last past at New Salem in the County aforesaid in the presence & hearing
of divers good Citizens / speaking of the said Nathan and of certain criminal con-
versation which the said Joseph falsely wickedly and ~~scandalously~~ maliciously sug
gested and pretended to have been committed by the said Nathan with one Ruth
Wheeler the wife of one Joel Wheeler / did wickedly falsely and maliciously utter
proclaim, publish and with a loud voice pronounce concerning the said Nathan
the following false and scandalous words that is to say I / meaning the said Joseph /
called at Joel Wheelers Bed room window / meaning the bedroom window of Joel
Wheeler the Husband of said Ruth / and enquired whether Mr Wheeler / mean
ing the same Joel / was at Home? She / meaning the said Ruth wife of said Joel /
said no. then I / meaning said Joseph / saw him / meaning the said Nathan / jump
out of the Bed / meaning out of the Bed where said Ruth then lay / take his
meaning the said Nathans / Cloaths and run into another room and there I
/ meaning said Joseph / saw him / meaning said Nathan / running his / mean
ing the said Nathans / feet into his Breches or trowsers" I saw Nathan Foster
jump out of Miss Wheelers Bed ~~room~~ and put his feet into his Breches or trowsers"
and the said Nathan further complains that the said Joseph afterwards
to wit on the tenth day of December last past of his further malice against
the said Nath and to execute his wicked intention aforesaid, did falsely,
and maliciously in the presence and hearing of divers good Citizens speak
utter and loudly proclaim of and concerning the said Nathan and said Ruth and
their falsely pretended criminal Conversation together the following false malicious
and scandalous Words that is to say I / meaning said Joseph / saw white Cap
/ meaning said Nathan / in the Bed room with Miss Wheeler. how does Wheeler
/ meaning said Joel the Husband of said Ruth / get his living? he / meaning said
Joel / takes it out / meaning gets his living / in the criminal conversation of Miss
Wheeler / meaning the said Ruth / he / meaning said Nathan / has got a
red head " Joel Wheeler gets his living by Miss Wheelers living in Adultery.
Nathan Foster maintains him for his commerce with his Wife he / Nathan
Foster / has a red Head". and the said Nathan further complains that the said
Joseph at another time to wit on the fifteenth day of September last past at said
New Salem of his further malice against the said Nathan and to execute his wicked
intention aforesaid did falsely and maliciously in the presence and hearing of
divers good Citizens, speak utter and loudly proclaim of and concerning the said
Nathan and Ruth and their falsely pretended criminal conversation the
following false malicious and scandalous Words that is to say I / meaning
the said Joseph / saw a man in bed with Miss Wheeler / meaning the said Ruth /
which Man I / meaning the said Joseph / knew to be either Nathan Foster or
Samuel Wheeler I saw him / meaning the man in bed with the said Ruth /
get up out of bed / meaning the bed where the said Ruth then lay / take his Cloaths
/ meaning the Cloaths of the man in bed with said Ruth / and run into another
room I / meaning the said Joseph / then knew the man / meaning the man
in bed with the said Ruth / to be Nathan Foster". I saw a Man in bed with
Mrs Wheeler whom I knew to be either Nathan Foster or Samuel Wheeler. I
saw the same Man get up out of Bed from Mrs Wheeler run into another
room and then knew him to be Nathan Foster" and the said Nathan
says that at the time of speaking and uttering the false malicious &

-candalous Words aforesaid at the times to which the said Joseph Perry did refer in his false affirmations and scandalous words aforesaid and long before either of them and ever since the said Nathan was in a state of lawful Marriage with Hannah his Wife and the said Joel Wheeler and the said Rueard long before the times aforesaid and then and ever since were in a state of lawful marriage together and that the said Joseph by speaking the false and defamatory Words aforesaid did charge the said Nathan with the odious and detestable Crime of Adultery with the said Rueard Wheeler Whereby the said Nathan has not only lost his Fame Reputation and Character among his Fellow Citizens but has also been brought into danger ~~but also~~ of being prosecuted & punished according to our Laws made and provided for Adultery - to the damage of the said Nathan Five hundred Dollars —

This Case was entered at the last term of this Court and continued to this term. And now the plaintiff by Simeon Strong Esq his Attorney appears and the said Joseph by Ind. E. Porter Esq his Attorney comes and defends the force and injury when &c and reserving to himself Liberty to alter his plea at the Supreme Judicial Court. says the declaration of the said Nathan is not sufficient in Law to enable him to maintain to maintain his Action —

And the said Nathan says that his declaration is sufficient. —

All which being seen and fully understood by the Court it appears to the Court that the declaration of the said Nathan and the Matters therein contained are sufficient in Law to enable him to have and maintain his said Action — Wherefore it is considered by the Court that the said Nathan recover against the said Joseph the sum of Five hundred dollars damages & Costs of Suit taxed at $ 49-64. and thereof &c.

Whereupon the said Joseph by his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with sureties for his prosecuting the same appeal with effect. —

Upham vs Cooke et al
May 1 1797.

Edward Upham of New Salem in the County of Hampshire Gent. plaintiff v. Samuel Cooke Gent. and Ezra Allen Carpenter both of the same New Salem Defts in a plea of the Case for that the said Samuel Cooke and Ezra Allen of New Salem aforesaid on the fifteenth day of February last past by their note under their hands of that date - for Value received promised the said Edward to pay him or his order the sum of Forty four dollars and seventy five Cents on demand with lawful Interest for the same till paid - Yet the said Samuel and Ezra though often requested have never paid the same but neglect it - to the damage of the Edward the sum of Eighty Dollars.

This Case was entered at the last term of this Court and continued to this term and now at this Term the plaintiff appears in Court and the defend.t the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Edward do recover against the said Cooke and Allen the sum of forty six dollars and Thirty one Cents damages and Costs of Suit taxed at $ 11-57 and thereof &c.

Exn issued Sept.r 22. 1797

Southwick
v
Cooke
May (165) 1797.

Samuel Southwick of New Salem in the County of Hampshire Pltff. vs Samuel Cooke of the same New Salem Gent. defend.t in a plea of the Case &c This Case was entered at the last term of this Court and continued to this term And now at this Term neither of the Parties appear in Court and the Case is dismissed — — — —

Thompson
v
Petty —
May (166) 1797

Sylvanus Thompson of Greenwich in the County of Hampshire Innholder v Ebenezer Petty of Orange in the same County Yeoman Defendant in a plea of the Case for that the said Ebenezer at Greenwich aforesaid on the thirteenth day of September last past by his Note under his hand of that date for Value received promised the said Sylvanus to pay him the Value of twenty one pounds twelve shillings (equal to Seventy two dollars) in good white pine shingles at eight shillings (equal to one dollar and thirty three Cents) by the thousand and deliver the same Shingles to the said Sylvanus at Holmes Bridge so called in Orange aforesaid on or before the first day of February then next following with lawful Interest for the same sum untill paid And the said Sylvanus avers that he was always ready at said Bridge to receive the same Shingles Yet the said Ebenezer tho often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Sylvanus the Sum of One hundred Dollars. — — — — —

This Case was entered in this Court at the last term and was continued to this Term. and now at this Term the plaintiff by Edward Upham Gent.n his Atty. appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Sylvanus do recover against the said Ebenezer the Sum of Seventy Six Dollars and thirty two Cents damages and Costs of Suit taxed at $ 11.43 and thereof &c.

Exn. issued Septr. 22d 1797.

Clark
v
Meacham
May (167) 1797

Perez Clark of New Salem in the County of Hampshire Yeoman Pltf. v Jonathan Meacham of the same New Salem Gentm. defendant. in a plea of the Case for that the said Jonathan at said New Salem on the fifth day of September last past by his Note under his hand of that date for Value received promised the said Perez to pay him or his order the sum of Nine pounds fourteen shillings and ten pence (equal to Thirty two dollars and forty seven Cents) on demand with lawful Interest for the same untill paid. Yet the said Jonathan though often requested, hath never performed his said promise but neglects and refuses to do it. To the damage of the said Perez Sixty Dollars. — —

This Case was entered at the last term of this Court and continued to this term — and now at this term the plaintiff by his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Perez do recover against the said Jonathan the sum of Thirty four dollars and forty Cents damages and Costs of Suit taxed at $ 11-55 and thereof &c. — — —

Exn. issued Septr. 22d. 1797.

Powers
v
Bullock
May. 169. 1797

Stephen Powers of New Salem in the County of Hampshire Yeoman Plaintiff v. Cromwell Bullock of Warwick in the same County Husbandman Defend.t in a plea of the Case for that the said Cromwell at Orange in said County on the twenty sixth day of January last past by his Note

Note of Hand of that date for Value received promised the said Stephen to pay him or his order the Sum of Twenty nine dollars and twenty five Cents on demand with the lawful Interest for the same untill paid – Yet the said Cromwell though often requested hath never paid the same but neglects & refuses to do it – to the damage of the said Stephen Sixty Dollars —
This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Edward Upham Gent. his Atty appears and the defendant tho three times publicly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Stephen do recover against the said Cromwell the sum of Sixty dollars Thirty Cents damages and Costs of Suit taxed at $10.91. and thereof &c.

Exd. signed Sept. 22d 1797. —

Wheeler & Wife vs Perry. May 1792/1797.

Joel Wheeler of New Salem in the County of Hampshire Trader and Hannah his Wife plaintiffs v. Joseph Perry of the same New Salem Yeoman Deft. in a plea of the Case for that whereas the said Hannah is a good honest and faithful Citizen and from the time of her birth to this time has always been held accounted and esteemed among all her neighbours and acquaintance as a person of good name character and reputation and has always been free from the Crime of Adultery and from any other Crime and from any imputation, suspicion or lascivious nesse unchastity, fornication or adultery or of any such atrocious or scandalous Crime: and hath always hitherto behaved & demeaned herself in a good virtuous and chaste way of living – by means whereof she acquired the Love good Will and esteem of all good Citizens to whom she was known – Nevertheless the said Joseph well knowing the premises but designing and craftily intending the said Hannah of her good fame Chastity and reputation aforesaid wholly to deprive and to cause the said Hannah to be had in the greatest Scandal and contempt – and to have the odious and detestable character of an adulteress & to be prosecuted and punished according to our Law in Cases of Adultery – on the twenty first day of October last past at New Salem aforesaid in the presence and hearing of divers good Citizens – (speaking of the said Hannah and certain criminal conversation which the said Joseph falsely wickedly and maliciously suggested and pretended to have been committed by the said Hannah with one Nathan Foster) – did wickedly falsely and maliciously utter proclaim publish and with a loud Voice pronounce concerning the said Hannah the following false and scandalous Words that is to say I (meaning the said Joseph) said at Joel Wheelers bed room window " (meaning the Bed room window of the sd Joel Wheeler husband of the said Hannah) " and enquired whether Mr Wheeler" (meaning the same Joel) " was at home" She (meaning said Hannah Wife of said Joel) said " No." Then I (meaning said Joseph) enquired whether She (meaning said Hannah) had seen Nathan Foster since Sundown? She (meaning the said Hannah) " said " No." Then I (meaning said Joseph) saw him (meaning said Foster) " jump up out of Bed " (meaning the Bed where the sd Hannah then lay) take his (meaning the said Nathans) Cloathes and run into another Room and then I (meaning said Joseph) saw him (meaning said ~~Foster~~ Nathan) put his (meaning the said Nathans) Feet into his Breeches or Trousers " I saw Nathan Foster jump out of Mrs Wheelers bed, &

put his foot into his Breeches or trowsers" And the said Joel and Record further complain that the said Joseph afterwards to wit on the tenth day of December last past at said New Salem of his further malice against the said Joel and Record & to execute his wicked intention aforesaid did falsely and maliciously in the presence and hearing of divers good Citizens speak utter and loudly proclaim of & concerning the said Record and the said Nathan and their falsely pretended criminal Conversation together the following false malicious and scandalous Words that is to say I (meaning said Joseph) "saw White Cap" (meaning said Nathan) in the Bed room with Miss Wheeler" (meaning the said Record) how does Wheeler" (meaning the said Joel husband of the said Record) "gets his living" "old Wooley" (meaning the said Nathan) "supports him" (meaning said Joel) and takes it out (meaning gets his pay) "in the criminal Conversation of Miss Wheeler" (meaning the said Record) He (meaning the said Nathan) has got a red head" "Joel Wheeler gets his living by Miss Wheelers living in adultery" "Nathan Forster supports him for his commerce with his Wife He (Nathan Forster) has a red head. And the said Joel and Record further complain that the said Joseph at another Time to wit on the fifteenth day of September last past at s^d New Salem of his further malice against the said Joel and Record and to execute his wicked intention aforesaid did falsely and maliciously in the presence and hearing of divers good Citizens, speak utter and loudly proclaim of & concerning the said Record and said Nathan and their falsely pretended criminal Conversation together the following false, malicious and scandalous Words that is to say I (meaning the said Joseph) saw a Man in bed with Miss Wheeler (meaning the said Record) which Man I (meaning the said Joseph) knew to be either Nathan Forster or Samuel Wheeler" I saw him" (meaning the Man in bed with the said Record) get up out of Bed (meaning the Bed where the said Record then lay) "take his Cloathes" (meaning the Cloathes of the man in bed with the said Record) "and run into another Room" I" meaning the said Joseph) then knew the Man (meaning the man who was in bed with the said Record) to be Nathan Forster" I saw a Man in bed with Mrs Wheeler whom I knew to be Nathan Forster or Samuel Wheeler. I saw the same Man get up out of Bed from Mrs Wheeler run into another Room and then knew him to be Nathan Forster". And the said Joel and Record say that at the time of speaking and uttering the false malicious and scandalous Words aforesaid at the times to which the said Joseph did refer in his false affirmation and scandalous Words aforesaid, and long before either of them and ever since the said Joel Wheeler and Record were in a State of Lawful marriage together And the said Nathan long before the time aforesaid then and ever since was in a State of Lawful Marriage with Hannah his Wife — And that the s^d Joseph in speaking and proclaiming the false and defamatory Words aforesaid did charge the said Record with the odious and detestable Crime of Adultery with the said Nathan Forster — whereby the said Record has not only lost her Fame Reputation and Character amongst her fellow Citizens but has also been brought into danger of being prosecuted and punished according to our Laws made and provided in Cases of Adultery —

To the damage of the said Joel and Record Three hundred Dollars —

This Case was entered at the last term of this Court and continued to this term — and now the Plaintiffs by Simeon Strong Esq. their Attorney appear — and the said Joseph by Jonathan E. Porter Esq. his Attorney, come into Court and defends the force and Injury when &c and reserving liberty to alter his plea at the Supreme Judicial Court — says that the declaration of the said Joel is not sufficient in Law to enable him to maintain his action — and the said Joel says his Declaration is sufficient. —

All which being seen and fully understood by the Court – it appears to the Court that the declaration of the said Joel and the matters therein contained are sufficient in Law – Wherefore it is considered by the Court that the said Joel do recover against the said Joseph the Sum of Three hundred Dollars damages and Costs of Suit taxed at Fifty one dollars and fourteen Cents and thereof &c –
Whereupon the said Joseph by his said Attorney appeals from the Judgment of this Court to the ~~next~~ supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with Sureties to prosecute the same appeal with effect –

Benson vs Reed May. 9th. 1797.

Consider Benson of New Salem in the County of Hampshire Yeoman Pltff. vs Amos Reed of the same New Salem Yeoman Defdt. in a plea of the Case for that the said Amos at said New Salem on the sixth day of December last past by his Note under his hand of that date for Value received promised the said Consider to pay him twenty five dollars on demand with the lawful interest for the same until paid – Yet the said Amos the often requested hath never paid the same but neglects and refuses to do it – to the damage of the said Consider the Sum of Forty dollars –
This Case was entered at this Court the last term and continued to this Term – and now the plaintiff by Edward Upham Gent. his Attorney appears and the defendant the three times publickly called to come into Court, makes default of his appearance here – Wherefore it is considered by the Court that the said Consider ~~that the~~ do recover against the said Amos the sum of Twenty six dollars and three Cents damages and Costs of Court taxed at $11. 59. and thereof &c.

Exc. issued Sept. 22d. 1797.

Harris vs Cook May (17th) 1797

~~Consider~~ Jonathan Harris of Boston in the County of Suffolk Merchant Plaintiff vs Samuel Cook of New Salem in the County of Hampshire Gentleman Defendt. in a plea of the Case for that the said Samuel at Boston aforesaid on the thirteenth day of December in the Year of our Lord one thousand seven hundred and ninety four by his Note under his hand of that date for Value received promised the said Jonathan to pay him or his order the sum of One hundred and nineteen pounds eleven shillings and eleven pence two farthings equal to three hundred and Ninety eight dollars and sixty six Cents, on demand with the lawful Interest for the same sum after three months from the date of said Note until paid Yet the said Samuel the thereto often requested hath never paid the same but neglects and refuses to do it – to the damage of the said Jonathan the sum of Seven hundred dollars –
This Case was entered at the last term of this Court and continued to this Term – And now the plaintiff by Edward Upham Gent. his Attorney appears – And the Defendant the three times publickly called to come into Court makes default of his appearance here –
Wherefore it is considered by the Court that the said Jonathan recover against the said Samuel the sum of Four hundred and fifty seven Dollars and twelve Cents damages and Costs of Suit taxed at $13. 33 and thereof &c

Exc. issued Sept. 22d. 1797

Silas Haskins of New Salem in the County of Hampshire Husbandman Plaintiff v. William Tobes Pebbles of the same New Salem Laborer alias Blacksmith. defendant in a plea of the Case for that the said William at said New Salem on the thirteenth day of January last past by his Note under his Hand of that date for Value received promised the said Silas to pay him the Sum of Fifteen dollars and forty eight Cents on demand yet the said William tho often requested hath never paid the same but neglects it to the damage of the said Silas Forty Dollars — —

Haskins vs Pebbles — May. 179. 1797

This Case was entered at the last Term of this Court and continued to this term and now at this term the plaintiff by Edward Upham his Attorney appears And the Defendant tho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Silas do recover against the said William the Sum of Sixteen dollars and six Cents damages and Costs of Suit taxed at $ 11-59 and thereof &c.

Exd ignd Sept. 22d 1797

James Foster of Orange in the County of Hampshire Yeoman Plff v. Benjamin Mayo of Orange in the County of Hampshire Yeoman Defendant in a plea of the Case &c as by the plaintiffs Writ and declaration on file. This Case was entered at the last term of this Court & continued to this Term — and now at this Term neither of the parties appear and this Case is dismissed —

Foster vs Mayo — May. 186. 1797

William Marean of Hubbardston in the County of Worcester Gent. Plaintiff v. Joel Thayer of Orange in the County of Hampshire Husbandman Defendant in a plea of the Case for that whereas the said Joel at Hubbardston to wit at Greenwich in said County of Hampshire on the twenty ninth day of March in the year of our Lord Seventeen hundred and Ninety one by his Note for Value received promised the plaintiff to pay him or his order the Sum of Six pounds (equal to Twenty dollars on demand with Interest till paid - Yet said Joel tho often requested has never paid the said Sum or Interest but neglects it to the damage of the said William Forty Dollars —

Marean vs Thayer — May (188) 1797

This Case was entered in this Court at the last Term thereof and continued to this Term. And now the Plaintiff by Joseph Proctor Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William do recover against the said Joel the Sum of Twenty four dollars and twenty nine Cents damages and Costs of Suit taxed at $ 12. 87 and thereof &c.

Exd ignd Nov. 23d 1797.

Asa Lord of Orange in the County of Hampshire Yeoman Plaintiff v. Cyrall Cady, Potter and William Lord Gent. Husbandman both of the same Orange Defendants in a plea of the case for that the said Cyrall and William at said Orange on the tenth day of September in the year of our Lord seventeen hundred and Ninety five by their Note of that date for Value received promised the Plf to pay him the Sum of One hundred Dollars on demand with use (meaning Interest) till paid. Yet said Cyrall & William tho often requested have never paid said Sum or hath either of them paid but neglect to do it To the damage of the said Asa two hundred Dollars —

Lord vs Cady & al — May. 189. 1797.

This Case was entered at the last term of this Court and continued to this term. And now the plaintiff by his Attorney appears and the defendant tho three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa do recover against the said Cyrall and William the Sum of One hundred and twelve dollars damages and Costs of Suit taxed at $ 13. 33 and thereof &c.

Exd ignd Nov. 23. 1797

Lyman
vs
Handchet
May (192) 1797.

Joseph Lyman of Westfield in the County of Hampshire Esq. Plaintiff vs Moses Handchet in the same County Yeoman Defendant, in a plea of Trespass on the Case for that the said Moses at Westfield aforesaid on the fourteenth day of December in the year of our Lord seventeen hundred and ninety five by his Note in writing under his hand of that date for Value received promised the said Joseph to pay him or order the sum of twenty eight dollars and Sixty Seven Cents in one year from the date with Interest for the same until paid - Yet the said Moses the often thereto requested hath never paid said Sum but unjustly neglects and refuses so to do — To the damage of the said Joseph the Sum of ~~Three~~ Forty Dollars.

This Case was entered in this Court at the last term and continued to this Term and now the plaintiff appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Joseph do recover of the ~~said~~ Moses the sum of Thirty one dollars and Sixty Six Cents damages and Costs of Suit taxed at $10-33 and thereof &c —

Excepted Sept. 15. 1797.

Ashley
vs
Noble
May (193) 1797

Noah Ashley of Westfield in the County of Hampshire Joiner Plaintiff vs Bartholomew Noble of Westfield in the County aforesaid Yeoman Defendant in a plea wherein the said ~~Bartholomew~~ Noah demands against the said Bartholomew two Acres and sixteen rods of Land with the Buildings thereon lying and being in Westfield aforesaid and bounded easterly and southerly on the High Way — Westerly on Land of Paul Noble and Northerly on lands of Samuel Taylor and Asa Noble with the appurtenances of which the said Bartholomew unjustly and without Judgment disseised the said Noah within twenty years now last past and whereupon he saith that he himself within said term was seized of the afore described tract of Land and appurtenances in his demesne as of fee and right in the time of peace by taking the profits thereof to the Value of Twenty dollars by the year of which the said Bartholomew hath not Entry unless as aforesaid, and thereupon the ~~said~~ Noah brings this Suit which is to the damage of the said Noah fourhundred Dollars. —

This Case was entered at the last term of this Court and continued to this term that the said may summon in Eleazer Webster &c. —

And now at this Term the plaintiff by Joseph Lyman Esq. his Attorney appears and the said Bartholomew ~~together~~ with Eleazer Webster who comes into Court and takes upon him the defence of this Writ together with the said Bartholomew reserving Liberty to waive this demurrer and plead anew at the supreme Judicial Court say that the Plaintiffs Writ and declaration and the matters contained therein are insufficient in Law for the plaintiff to maintain his action against the said Bartholomew and Eleazer thereunto and this they are ready to verify whereupon want of a sufficient declaration they pray Judgment and Judgment for Costs. —

And the Plaintiff by his said Attorney consenting to said reservation says that the declaration is sufficient in Law to maintain the same and this he prays may be applied of by the Court. —

All which being seen and fully understood by the Court it appears to the Court the Pltffs declaration is sufficient in Law — Whereupon it is considered by the Court that the said Noah recover against the said Bartholomew & Eleazer Possession of the said demanded premises. —

Whereupon the said Bartholomew and Eleazer appeal from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and recognizes with sureties to prosecute the same appeal with effect.

Jesse Munson of Granville in the County of Hampshire Yeoman Plaintiff v. Abel Phelps of Granville in said County Yeoman Defendant in a plea of trespass on the Case for that the said Abel at said Granville on the sixteenth day of May last past by his note in writing under his Hand of that date for value received promised the plaintiff to pay him or order the Sum of Six pounds (equal to Twenty Dollars) by the first day of November then next with Interest for the same sum till paid — Yet the said Abel the thereto often requested hath never paid the Contents of the same Note or any part thereof but unjustly neglects it. to the damage of the said Jesse the Sum of Forty Dollars —

Munson vs Phelps. May (194) 1797

This Case was entered at the last Term of this Court and continued to this Term — and now at this term the plaintiff by Joseph Lyman Esq his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Jesse recover against the said Abel the sum of Twenty one Dollars and Sixty Cents damages and Costs of Suit taxed at $12-13 — and thereof &c.

Exd Issued Sept 15. 1797 —

Adnah Sacket of of Westfield in the County of Hampshire Gentleman Pltff v. Solomon Phelps of the same Westfield Gentleman defendt in a plea of trespass on the Case for that the said Solomon at said Westfield on the twenty third day of December last past by his Note in writing under his hand of that date for value received promised the plaintiff to pay him or order Twenty pounds ten shillings and three pence halfpenny lawful money which is equal to Sixty eight dollars thirty seven Cents and five Mills on demand with Interest for the same sum till paid. Yet the said Solomon the often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — To the damage of the said Adnah Sacket Ninety Dollars. — — —

Sacket vs Phelps May 198. 1797

This Case was entered at the last term of this Court and continued to this Term And now at this term the Plaintiff by Joseph Lyman Esq his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Adnah do recover against the said Solomon the sum of Sixty Seven dollars and eighty eight Cents damages and Costs of Suit taxed at $16-33 — and thereof &c.

Exd Issued Sept 15. 1797. —

Robert Bourne of the City County and State of New York Merchant Plaintiff v. John Phelps of Granville in the County of Hampshire Gentl defendant in a plea of Ejectment &c — as by the Writ and declaration on file —

Bourne vs Phelps. May (201) 1797.

This Case was entered at the last term of this Court and continued to this Term — and now at this term the Plaintiff appears & the Defendt the three times called makes Default of Appearance in Court. And it is considered by the Court that the Defendt do recover against John Phelps the premises in the Plaintiffs Declaration mentioned and his Costs taxed at $13.70 Writ of Exd issued April 2d 1798

Robert Bourne of the City County and State of New York Merchant Pltff v. Noah Shepherd of Blanford in the County of Hampshire and Rufus Atwater of the same Blanford Merchants and late Joint dealers in trade under the name and firm of Noah Shepherd and Company. In a plea of trespass on the Case for that the said Noah & Rufus at said New York to wit at Northampton aforesaid on the sixth day of November in the year of our Lord One thousand seven hundred and ninety four by their Note in writing under their hands of that date by the Name and firm of Noah Shepherd and Company promised the plaintiff to pay him the sum of Eighty one pounds sixteen shillings and six pence (meaning the Currency of the State of New York which is equal in Value to two hundred four dollars and fifty six Cents on demand with lawful Interest for the same untill paid meaning Interest after the rate of Seven for a hundred for one Year being lawful interest of the state of New York — Yet the said Noah & Rufus the —

Bourne vs Shepherd &c. May (202) 1797.

the other mentioned have not either of them paid the Contents of said Note or any part thereof but unjustly neglect it — to the damage of the said Robert Bonne three hundred Dollars.

This Case was entered at the last term of this Court and continued to the present Term — and now at this term the Pltff by Joseph Lyman Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Robert do recover against the said Noah and Reuben the sum of two hundred and Forty nine dollars and eighty one Cents damages and Costs of Suit taxed at £ 13.6.3 and thereof &c.

Exd. signed Sept.r 5. 1797 —

Clap
Palmer
May 28 1797

Ezra Clap of Westfield in the County of Hampshire Gentleman Pltff. v. Gad Palmer of the same Westfield, Tailor, Defendt. in a plea of Trespass on the Case &c. This Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear and this case is dismissed. —

Cooley
Billings
May 23. 1797.

Abner Cooley of Deerfield in the County of Hampshire Husbandman Pltff. v. Aaron Billings of Conway in the same County Husbandman Deft. in a plea of the Case for that the said Aaron at said Northampton on the twenty third day of December in the year of our Lord one thousand seven hundred and ninety five by his promissory note of hand of that date for value received promised Elijah Arms Junr. and Eliakim Arms Junr. by the Name of Elijah & Eliakim Arms Junr. to pay them or order the sum of One hundred and six dollars and Sixty Seven Cents on or before the first day of June then next with Interest and the said Elijah and Eliakim afterwards to wit on the same twenty third day of December at Northampton the same note being then wholly unpaid by their indorsement thereon in writing under their hands assigned the said Note to the said Abner and ordered the Contents thereof to be paid to him — of which the said Aaron then and there instantly had notice and so became liable to pay the Contents thereof to the said Abner. and being so liable the said Aaron then and there in consideration thereof promised the said Abner to pay him the Contents of said Note according to the Tenor thereof — Yet the said Aaron the often thereto requested has never paid the same but hitherto hath and still doth unjustly neglect and refuse so to do — To the damage of the said Abner Two hundred Dollars. —

This Case was entered at the last term of this Court and continued to this Term — and now at this time the plaintiff by John Hooker Esq. his Att. appears and the said Aaron by Seman Strong Junr. Gent his Attorney and receiving Liberty to plead anew on the appeal of this action, for plea says, that the Pltffs declaration and the matter therein contained are insufficient and that by the Law of the Land he is not bound to answer the same whereof prays Judgment — And the plaintiff by his Attorney John Hooker Esq. says (consenting to the defendants) that his declaration is sufficient and thereof prays Judgment —

All which being seen and understood by this Court — it appears to the Court that the plaintiffs declaration and the Matter therein contained are sufficient in Law for him to maintain his action as aforesaid — Wherefore it is considered by the Court that the said Abner recover against the said Aaron the sum of One hundred and seventeen dollars and Sixty Cents damages and Costs of Suit taxed at £ 14.1 and thereof &c. —

Whereupon the said Aaron by his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at North-

ampton within and for the County of Hampshire on the fourth tuesday of Sept-
ember instant and recognizes with sureties for prosecuting the same appeal with
effect ——

Eddy
vs
Eddy
May (214) 1797

James Eddy of Williamsham in the County of Hampshire Yeoman
Plaintiff v. Charles Eddy of Palmer in the same County Husbandman defend.t in a plea of the Case &c as by the Writ and declaration on file. This Case was entered in Hitchcock at the last term thereof and continued to this present term — and now at this term neither of the Parties appear and this Case is dismissed —

Doane
vs
Lee
May (215) 1797.

Job Doane of Chatham in the County of Middlesex and State of Connecticut trader plaintiff v. Elijah Lee Junr. of Hadley in the County of Hampshire Yeoman Defendant in a plea of the case for that the said Elijah at said Chatham (viz) at said Northampton on the ninth day of October in the year of our Lord One thousand seven hundred and ninety two by his promissory Note of hand of that date for value received promised said Job to pay him twenty seven and six pence meaning thereby twenty seven shillings and six pence lawful money which is equal to four dollars and fifty nine Cents in six months after the date of said Note with Interest after due. Also for that whereas the said Job at a Court holden before Chauncey Bailey Esq Justice of the peace for the County of Middlesex aforesaid at Chatham aforesaid on the fourteenth day of April in the year one thousand seven hundred and ninety five by the consideration of the same Justice did then and there obtain Judgment against one Caleb Parsons of Hadley aforesaid for seven pounds fourteen shillings and two pence damages and Costs of Suit taxed at twelve shillings and six pence in the whole eight pounds seven shillings and four pence, which is equal to Twenty seven dollars and eighty nine Cents — and on which Judgment Execution was granted by said Justice for the recovery of the sums aforesaid contained in said Judgment He the said Elijah Lee afterwards to wit on the eighteenth day of May one thousand seven hundred and ninety five, the said Judgment being then wholly unpaid and the said Execution in no ways served or levied at Hadley aforesaid by his certain writing under his hand promised said Job that if he the said Job would not trouble or detain the said Caleb Parsons by means of said Judgment and said Execution that he the said Elijah would pay the said Job part of the said Judgment in the course of the Summer then next coming in Boards and Shingles to be delivered said Job at said Chatham and that he the said Elijah would pay him the said Job the whole Contents of said Judgment in case he did not trouble or detain the said Caleb on said Judgment and execution and the said Job avers that he did not trouble or detain the said Caleb on said Judgment and execution but in consideration of the promise aforesaid of the said Elijah wholly ceased to levy said Execution on said Caleb and that he the said Job was always ready at said Chatham to receive of said Elijah any part of said Judgment in Boards & Shingles at any time in the course of said Summer. Yet said Elijah never delivered any Boards or Shingles in payment of any part of said Judgment during said Summer Season or at any time nor has he ever paid any part of said Judgment or of the Note aforesaid the often thereto requested but neglects so to do — To the damage of the said Job Sixty Dollars. ——

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by his Atty. appears and the Deft. this three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Job recover against the said Elijah the sum of Thirty two dollars fifty three Cents damages and Costs of Suit taxed at $12.70 and thereof &c.

Exn. issued Sept. 15. 1797.

Tuttle
vs
Masters.
May. 22d 1797.

Titus Tuttle of West Springfield in the County of Hampshire, Yeoman Pltff vs Daniel Masters of Deerfield in the same County Yeoman Defendant in a plea of trespass on the Case for that the said Daniel at Westfield in said County on the eleventh day of March last past by his Note of hand of that date for Value received promised the said Titus by the Name of Mr. Titus Tuttle to pay him or order on demand four pounds nine shillings and ten pence, equal to fourteen dollars ninety seven Cents on demand with Interest. Yet the said Daniel the often thereto requested hath never paid the plaintiff the aforesaid sum or any part thereof but neglects to do it — To the damage of the said Titus Twenty Dollars.

This Case was entered in this Court at the last term and continued to this Term, and now the Plaintiff by Samuel Hinckley Esq. his attorney appears and the Deft — the three times called to come into Court makes default of his appearance here whereforeof it is considered by the Court that the said Titus do recover against the said Daniel the sum of Fifteen dollars and forty two Cents damages and Costs of Suit taxed at $9-42 and thereof &c.

Exd issued Septr. 16. 1797. —

Morgan
vs
Masters
May 22d. 1797.

Joseph Morgan of West Springfield in the County of Hampshire Gentn — Plaintiff vs Daniel Masters in the same County Yeoman defendt in a plea of the Case for that the said Daniel at said West Springfield on the twenty ninth day of January in the Year of our Lord seventeen hundred and Ninety three by his Note under his hand of that date for Value received promised the said Joseph to pay him or his order seventeen shillings and six pence equal to two dollars and ninety one Cents and an half in Goods on demand (meaning also to pay the Interest for the same sum till paid from the time of the Plaintiff demanding the delivery of said Goods — and the plaintiff avers that on the twenty fourth day of March instant and divers other days before that time at West Springfield aforesd he demanded the said Goods of the said Daniel and was then and there ready to receive the Goods aforesaid of the said Daniel in discharge of the sd Sum and the interest thereon — Also for that the said Daniel at West Springfield aforesaid on the day of the purchase of this Writ in consideration that the sd Joseph had then and there before that time done and performed divers Work and Labour in the business of a Carter for the said Daniel at his request assumed on himself and then and there promised the plaintiff to pay him therefor so much as he reasonably deserved to have on demand. And the plaintiff avers he then and there ought to have had the sum of Twenty four dollars and fifty six Cents of said Daniel — of which the said Daniel had there instant Notice — Yet the said Daniel hath not paid the aforesaid Sum of two dollars ninety one Cents or the aforesaid Sum or either of them to the plaintiff but neglects to do it to the damage of the said Joseph the Sum of Forty Dollars.

This Case was entered at the last term of this Court and continued to this term. And now the plaintiff by Samuel Hinckley Esq his Attorney appears — and the defendant the three times publickly called to come into Court makes default of his appearance here — wherefore it is considered by the Court that the said Joseph do recover against the said Daniel the sum of Thirty two dollars and ninety eight Cents damages and Costs of Suit taxed at $8 10-13 and thereof &c.

Exd issued Septr. 16. 1797. —

Church &c.
vs
Feany —
May. 22d 1797.

Samuel Church and Lemuel Clark both of Sunderland in the County of Hampshire Joint Traders pltfs vs Timothy Feany of Deerfield in the same County Yeoman Deft. in a plea of trespass on the Case for that the sd Timothy at Deerfield aforesaid on the eighth day of February last past by his note under his hand of that date for Value received promised the Pltfs to pay them or order Seventeen dollars and Ninety Cents with use (meaning

with lawful Interest from the date of said Note tho paid – Yet the said Timothy the offer thereto requested hath never paid the plaintiffs the aforesaid sum or any part thereof but ought it to the damage of the Pltffs Twenty Dollars. This case was entered at the last term of this Court and continued to this term and now the plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Samuel and Lemuel do recover against the said Timothy the sum of Eighteen dollars and fifty three Cents damages and Costs of Suit taxed at $9.51 and thereof &c.

Exn signed Sept. 16. 1797

Church & al. vs Alexander May/224/1797

Samuel Church and Lemuel Clark both of Sunderland in the County of Hampshire joint traders plaintiffs vs Consider Alexander of Deerfield in the same County yeoman Defendant in a plea of trespass on the case for that the said Consider at Sunderland aforesaid on the twenty fifth day of March last past by his Note of hand of that date for Value received promised the plaintiffs under the Firm of Church and Clarke to pay them or order the sum of Five pounds fourteen shillings equal to nineteen dollars with Interest Yet the said Consider the thereto requested hath not paid the plaintiffs or either of them said sum or any part of the same but neglects to do it — To the damage of the said Church and Clarke Twenty Dollars —— This Case was entered in this Court at the last term and continued to this Term – and now the Pltffs by Samuel Hinckley Esq. their Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Church and Clark recover against the said Alexander the sum of Nineteen dollars and fifty three Cents damages and Costs of Suit taxed at $9.47. and thereof &c. —

Exn signed Sept. 16. 1797.

Church & al. vs Beard May/225/1797

Samuel Church and Lemuel Clarke of Sunderland in the County of Hampshire Joint Traders Pltffs vs Aaron Beard of Hawley in the same County yeoman Defendant in a plea of trespass on the case for that the said Aaron at Sunderland aforesaid on the twenty third day of May in the year of our Lord One thousand seven hundred and ninety six by his Note of hand of that date for Value received promised the Plaintiffs under the Firm of Church and Clarke to pay them or order the sum of Seven pounds and one penny / equal to twenty three dollars thirty five Cents on demand with Interest till paid. Yet the said Aaron the often requested hath not paid the Plaintiffs or either of them the said sum but neglects to do it to the damage of the Pltffs Thirty Dollars. —
This case was entered in this Court at the last term and continued to this term – and now the pltff by Samuel Hinckley Esq. their Attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Church and Clarke do recover against the said Beard the sum of Twenty five dollars and twenty one Cents damages and Costs of Suit taxed at $10.27. and thereof &c.

Exn signed Sept. 16. 1797. —

Lyman vs Douglass May/226/1797

Medad Lyman of Charlemont in the County of Hampshire Pltff vs John Spencer Douglass of Westfield in said County Gent. Defend. in a plea of the Case &c as by the Pltff Writ and declaration on file – This case was entered at the last term of this Court and continued to this term – and now neither of the parties appear and the Action is dismissed ——

Lloyd vs Davenport May 229 1797

Thomas Lloyd of the City and County of Hartford and State of Connecticut Merchant plaintiff vs. Benjamin Davenport of Worthington in the County of Hampshire Trader alias Gentleman Defendant in a plea of trespass on the Case &c as by the plaintiffs Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear and the Case is dismissed ——

Russell vs Parker May 230 1797.

Philip Russell of Sunderland in the County of Hampshire Yeoman Plaintiff vs Silas Parker of Hawley in the County aforesaid Gentleman in a plea of Trespass on the Case for that the said Silas at Sunderland in said County on the seventeenth day of June last past by his Note of Hand of that date for Value received promised the plaintiff to pay him the Sum of Eighty seven dollars by the middle of November next / meaning the middle of November then next / with Interest / meaning lawful Interest for the same Sum till paid - Yet the said Silas the thereto often requested hath not paid the plaintiff said Sum or any part thereof but neglects to do it to the damage of the said Philip One Hundred Dollars — — — — — — —
This Case was entered at the last term of this Court and continued to this term — And now the plaintiff by Samuel Hinckley Esq his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance wherefore it is considered by the Court that the said Philip do recover against the said Silas the sum of Ninety three dollars and fifty two Cents Damages and Costs of Suit taxed at $ 10. 22 and thereof &c —

Exd ffeb Sept 6. 1797.

Shepherd vs Hickox May 232. 1797.

Levi Shepherd of Northampton in the County of Hampshire Esq. plaintiff vs. Benjamin Hickox of Conway in the same County Gent. alias Sadler Defendt. In a plea of Trespass on the case for that the said Benjamin at Northampton on the eleventh day of June in the year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the said Levi to pay him or order on demand with Interest Eight Dollars and Seventy five Cents. Also for that the said Benjamin at Northampton aforesaid on the same eleventh day of June aforesaid and at Northampton aforesaid by his other Note of Hand of that date for Value received promised the said Levi to pay him on demand with Interest Sixty dollars & twenty eight Cents — Also for that the said Benjamin Hickox at Northampton aforesaid on the sixth day of July in the year of our Lord one thousand seven hundred and ninety five by his other Note of hand of that date for Value received promised the said Levi to pay him or order on demand with Interest Thirty dollars and nineteen Cents — Also for that the said Benjamin at Northampton aforesaid on the ninth day of September last past by his other Note of hand of that date for Value received promised the said Levi to pay him or order on demand with Interest Seventy four Dollars and thirty one Cents —— Also for that the Benjamin Hickox at Northampton aforesaid on the day of the purchase of this Writ was justly indebted to the said Levi in the sum of Nineteen dollars and Seventeen Cents for divers goods Wares and Merchandizes of the said Levi to the said Benjamin there before that time sold and delivered at his special instance and request in consideration thereof afterwards on himself and to the said Levi there and then faithfully promised to pay him the same Sum last mentioned on demand —— Yet the said Benjamin Hickox the Defendt often requested hath not paid said Sums or any part of either of them to the plaintiff but unjustly and refuses so to do — to the Damage of the said Levi Two hundred Dollars ——
This Case was entered at the last term of this Court and continued to this Term

Term - And now the plaintiff by S. Hinckley Esq. his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Levi Shepherd do recover against the said Benjamin Hickox the sum of One hundred and eighty three dollars and seventy one Cents. damages and Costs of Suit taxed at $7-94 and thereof &c.

Ex.ed ifsued Sept.br 16. 1797

Solomon Edwards of West Hampton in the County of Hampshire Plaintiff v. John Spencer Douglass of Westfield in the same County Innholder alias Gentleman Defendant. in a plea of trespass on the Case for that the said John Spencer by the Name of John Douglass at Westfield in said County on the seventeenth day of August last past by his Note of hand of that date for Value received promised the said Solomon by the Name of Mr Solomon Edwards to pay meaning to pay and deliver him twenty one Bushells of Turks Island Salt meaning Turks Island Salt with three Tierces to hold the same by the tenth day of January then next meaning to pay and deliver the said Salt and tierces as aforesaid to the said Solomon at his dwelling House in said West Hampton, and the plaintiff says that Turks Island Salt then and there and ever since and now is of the Value of One dollar twenty five Cents by the bushell to wit at said West Hampton & that Tierces were then and there and ever since have been known of the Value of Sixty six Cents and two thirds of a Cent each - And the plaintiff avers he has always been ready ever since the signing said Note by said Douglass to wit at West Hampton aforesaid to have received the same Salt & tierces according to the tenor and effect of the same Note and now is there ready to receive the same of the said Douglass Yet the said John Spencer the thereby heretofore requested hath not paid Salt or Tierces to the Plaintiff or delivered the same at West Hampton according to the Tenor of said Note or any part of said Salt or either of said Tierces but wrongfully and unlawfully to do it - nor hath he any way contented said Solomon therefor - To the damage of the said Solomon Fifty Dollars. —

Edwards vs Douglass May 233. 1797

This Case was entered at the last Term of this Court - and the plaintiff by Samuel Hinckley Esq. appeared - and the Defendant the three times publickly called to come into Court made default of his appearance — after which the case was continued to this Court - and now the plaintiff by his Attorney aforesaid appears - Wherefore it is considered by the Court that the said Solomon Edwards recover against the said Thomas Spencer the sum of damages and Costs of Suit taxed at and thereof &c.

Benjamin Stubbins of Boston in the County of Suffolk Merchant Plff v. Joseph Colton of Cummington in said County Trader, in a plea of the Case for that the said Joseph (by the Name of Jos. Colton) on the twentieth day of February in the Year of our Lord one thousand seven hundred and ninety six at West Springfield in said County by his Note of hand of that date for Value received promised the plaintiff to pay him or his order Eighty three Dollars and ninety six Cents in thirteen Months from the date of said Note with Interest - Yet the said Joseph the often requested hath not paid the Contents of said Note to the plff or any part thereof but wrongfully withheld it to the damage of the said Benjamin the Sum of One Hundred Dollars. —

Stubbins vs Colton May 234. 1797

This Case was entered at the last term of this Court and continued to this term - and

And now the Plaintiff by Samuel Hinckley Esq. his attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Benjamin do recover against the said Joseph the sum of Ninety one dollars and Eighty eight Cents damages and Costs of Suit taxed at $13-33 and thereof &c.

Exd issued Sept. 16. 1797.

Robinson vs Boyce May 235 1797

Theophilus Mix Robinson of Northampton in the County of Hampshire Yeoman Plaintiff v. Benjamin Boyce in Northampton aforesaid Yeoman in a plea of Trespass on the Case &c. as by the Writ and declaration on file — This Case was entered at the last term and continued to this term of this Court And now the plaintiff and defendant the three times publickly called to come into Court come nonsuit and default and the case is dismissed.

Smith vs Wright May 238 1797.

Gad Smith of Whately in the County of Hampshire Trader Pltff. (in a plea of Trespass on the Case) v. Noah Wright Childs of Deerfield in the same County Yeoman Deft. for that the said Noah by the Name of Noah W Childs at Whately aforesaid on the twenty second day of March in the Year of our Lord one thousand seven hundred and Ninety six by his note of Hand of that date for Value received promised the said Gad to pay him or his order in three months, meaning three months from the date of s^d Note Five pounds five shillings and five pence — equal to Seventeen dollars fifty eight Cents Interest after out / meaning lawful Interest from the time of Payment till paid — Yet the said Noah the hereto for requested hath not paid the same to the plaintiff or any part thereof but neglects to do it to the damage of the said Gad Twenty Dollars —

This Case was entered at the last of this Court and continued to this Term and now at this term the plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Gad recover against the said Noah Wright Childs the sum of Eighteen dollars and Eighty four Cents damages and Costs of Suit taxed at $12-41. and thereof &c. —

Exd issued Septr 16. 1797.

Same vs Smith & al^rs May 239. 1797

Gad Smith of Whately in the County of Hampshire Trader pltff v. Samuel Smith and Benjamin Maxwell both of Heath in the same County Yeomen Defts in a plea of Trespass on the Case for that the said Samuel and Benjamin by the Name of Saml Smith & Ben^j Maxwell on the twenty fifth day of April instant by their note of hand of that date for Value received promised the said Gad to pay him on demand Eight hundred and Sixty Dollars and Seventy five Cents with Interest annually from the date meaning from the date of said Note Yet the defendants the other requested have not paid the Contents of said Note or any part thereof to the plaintiff but neglect to do it to the damage of the said Gad One thousand Dollars.

This Case was entered in this Court at the last Term thereof and continued to this Term — And now the Pltff by Samuel Hinckley Esq. his Attorney appears and the Defendants by Jo Leavitt Gent^n their Attorney come into Court and asserting Liberty to plead and at the Supreme Judicial Court and consenting there shall be no review on their part say the plaintiffs Declaration and the Matters therein contained are insufficient in Law &c — — — — — — — — — —

and the Plaintiff consenting to said Reservation and agreement says his declaration is sufficient — All which being seen and understood by the Court it appears to the Court that the declaration and the Matters therein contained are sufficient in Law for him to have and maintain his action aforesaid wherefore it is considered by the Court that the said Gad Smith recover against the said Samuel Smith and Benjamin Maxwell the sum of Eight hundred and Eighty dollars ~~Four~~ Eleven Cents damages and Costs of Suit taxed at $13-02 and thereof &c — Whereupon the said Samuel and Benjamin by their said Attorney appeal from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the said County on the fourth tuesday of September instant and recognizes with Sureties for their prosecuting the same appeal with effect.

Smith v Anderson May 24. 1797

~~Gad Smith of~~ Gad Smith of Whately in the County of Hampshire Trader plaintiff v. John Anderson of Deerfield in said County Yeoman defendt in a plea of trespass on the Case for that the said John at Whately aforesaid on the eighteenth day of March last past by his Note of Hand of that date for Value received promised the plaintiff to pay him or his order four pounds eight shillings and ten pence on demand with Interest which sum the plaintiff says is equal to fourteen dollars and Eighty Cents yet the said John the often requested hath never the Contents of said Note to the plaintiff or any part thereof but neglects it — Also for that the said John at sd Whately on the eighth day of September seventeen hundred & ninety five by his other Note of Hand of that date for Value received promised the Pltff to pay him or his order five dollars and Seventy five Cents in eighteen months from the date Interest after three months from the date. To the damage of the said Gad Smith Thirty Dollars —

This Case was entered at the last term of this Court and continued to this term. And now the plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendt though three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the Gad Smith recover against the said John Anderson Seventeen dollars and six Cents damages and Costs of Suit taxed at $14-07 and thereof &c —

Exd Sept. 16. 1797 —

Same v West & al. May 24. 1797

Gad Smith of Whately in the County of Hampshire Trader Plaintiff v. Nathan West of Hawley in said County Yeoman and Spencer Rafell late of said Hawley Yeoman Defendts in a plea of the case for that the said Nathan and Spencer at said Whately on the first day of August in the year of our Lord one thousand seven hundred and ninety four by their Note of hand of that date for Value received promised the plaintiff to pay him or order One hundred and three pounds three shillings and four pence lawful money to pay said Sum on demand, equal to three hundred forty three dollars eighty nine Cents with interest for ten pounds ten shillings of the above sum after the expiration of three months and Interest for the remaining sum after six months. Yet the said Defendants the often requested have not paid said Sum to the plaintiff or any part thereof nor hath either of them but unjustly neglects it — To the damage of the said Gad Smith Four hundred Dollars. —

This Case was entered at the last term of this Court and continued to this term — & now the Plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defts the three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Gad Smith recover against the said Nathan and Spencer the sum of three hundred & Eighty six dollars and fifty three Cents damages and Costs of Suit taxed at $18-29 and thereof &c.

Exd Sept. 16. 1797. —

Same
vs
Bacon et al
May 24. 1797

Gad Smith of Whately in the County of Hampshire Trader, plaintiff at
Philo Bacon and Asa Smith both of Whately aforesaid Yeomen Defendts in a plea
of Trespass on the Case for that the said Philo and Asa at Whately aforesaid on the twelfth
day of May in the Year of our Lord One thousand seven hundred and Ninety five by
their note of hand of that date for Value received promised the said Gad to pay him or his
order Fifty two dollars fourteen Cents on demand with Interest - Yet the said defendants
the aforesaid hath not paid said sum to the plaintiff nor hath either of them kept
ready to do it To the damage of the said Gad Eighty Dollars ——
This Case was entered at the last term of this Court and continued to this term —
And now the plaintiff by Samuel Hinckley Esq his Attorney appears and the
Defendants the three times publickly called to come into Court make default of
their appearance here — Wherefore it is considered by the Court that the said
Gad do recover against the said Philo and Asa the sum of Fifty nine
Dollars and Sixteen Cents damages and Costs of Suit taxed at $12.53
and thereof &c

Exd issued Sept. 16. 1797 ——

Same
vs
White
May 24. 1797

Gad Smith of Whately in the County of Hampshire Trader Pltff. vs
William White of the same Whately Yeoman alias Joiner Deft. in a plea
of trespass on the Case for that the said William at Whately aforesaid on the
sixth day of January in the Year of our Lord Seventeen hundred and Ninety
seven by his Note of hand of that date for Value received of Gad Smith pro-
mised to pay him or his order Ten pounds fourteen shillings and six pence
equal to Thirty five dollars and seventy five Cents on demand, Interest for
the one half after fourteen days for the remainder after three months — Yet the
said William the thereto requested hath not paid the plaintiff said sum
or any part thereof but neglects to do it to the damage of the said Gad
the sum of Fifty Dollars. ——
This Case was entered at the last term of this Court and continued to
this Term — and now at this term the plaintiff by Samuel Hinckley Esq
his Attorney appears and the defendant the three times publickly called
to come into Court make default of his appearance here — Wherefore it is
considered by the Court that the said Gad Smith recover against the said
William White the sum of Thirty six dollars and fifty one Cents damages
and Costs of Suit taxed at $10.42. and thereof &c. ——

Exd issued Sept. 16. 1797

Same
vs Wright & al
May 24. 1797

Gad Smith of Whately in the County of Hampshire Trader pltff.
Moses Wright and Carmi Wright both of Deerfield in said County Yeo-
men Defendants in a plea of the Case for that the said Moses and Carmi
at said Whately on the twentieth day of March last past by their Note
of hand of that date for Value received promised the Pltff to pay him or his
order Seven pounds one ~~shilling~~ Penny equal to twenty three dollars and thirty
four Cents on demand with Interest — Yet the said Moses and Carmi
the often requested hath never either of them paid the contents of Note
to the plaintiff or any part thereof but neglects it ——
To the damage of the said Gad Thirty Dollars — This case was
entered at the last term of this Court and continued to this term —
and now the plaintiff by Samuel Hinckley Esq his Attorney
appears and the Defendants the three times publickly called to
come into Court make default of their appearance here. — Wherefore
it is considered by the Court that the said Gad recover against the
said Moses & Carmi the sum of $24-1 damages and Costs of Suit
taxed at $9-91. and thereof &c.

Exd issued Sept. 16. 1797.

Gad Smith of Whately in the County of Hampshire Trader Plaintiff - vs
Abner Sheldon of Conway in the same County Yeoman Deft in a plea of trespass
on the Case for that the said Abner at Whately aforesaid on the twenty sixth day of
October last past by his Note of hand of that date for Value received promised
the plaintiff to pay him or his order Eight pounds nineteen shillings and three
pence (equal as the plaintiff says to twenty nine dollars eighty eight and one
half Cents) on demand with Interest - Yet the said Abner the thereof often requested
hath never paid said sum or any part thereof to the plaintiff but neglects it -
to the damage of the said Gad Forty dollars -

Same
vs
Sheldon
May 24 / 1797

This Case was entered in this Court at the last term and continued to this
Term and now at this term the plaintiff by Samuel Hinsdale Esq. his
Attorney appears and the defendant the three times publickly called to
come into Court makes default of his appearance here - Wherefore it
is considered by the Court that the said Gad recover against the said
Abner the sum of Thirty one dollars and forty one Cents damages and
Costs of Suit taxed at £ 11-30 and thereof &c.

Exn iss. Sept. 16. 1797.

Gad Smith of Whately in the County of Hampshire Merchant
plaintiff vs Solomon Anderson of Deerfield in the County of Hamp-
shire Yeoman Defendant in a plea of trespass on the Case for that the said
Solomon at said Whately on the day of the date of this Writ in consideration
that the said Gad at the special instance and request of the said Solomon
had there before that time sold and delivered said Solomon sundry Goods
Wares and Merchandizes of him the said Gad assumed on himself and
to the said Gad then and there faithfully promised to pay him so much
money as the same Goods Wares and merchandizes were reasonably worth at
the time of the sale and delivery thereof on demand - and the plaintiff
avers the same goods wares and merchandizes at the time of the sale and
delivery thereof were reasonably worth the Sum of Thirty dollars to wit at
Northampton aforesaid of which the said Solomon then and there had notice
Yet the said Solomon the requested has not paid the same but neglects it.
To the damage of the said Gad Smith Thirty dollars. -

Same
vs
Anderson
May 24 1797

This Case was entered in this Court at the last term and continued to
this term - and now at this term the plff. by S. Hinsdale Esq. his Attorney
appears and the defendant the three times publickly called to come into
Court makes default of his appearance here - Wherefore it is considered by
the Court that the said Gad do recover against the said Solomon the sum
of Twenty five dollars and twenty five Cents damages and Costs of
Suit taxed at £ 9. 27 and thereof &c.

Exn issued Sept. 16. 1797. -

John Fisher of Belchertown in the County of Hampshire Yeoman Pltff -
vs Nathaniel ~~Everett~~ of Norwich in the same County Yeoman defendt
in a plea of trespass on the Case for that the said Nathaniel at Westhampton
aforesaid on the twenty eighth day of January last past by his Note of hand
of that date for Value received promised the plaintiff to pay him four
pounds nineteen shillings and eleven pence on demand with interest which
sum the plaintiff says is equal to sixteen dollars and sixty five Cents -
Yet said Nathaniel though often requested hath never paid said
or any part thereof but neglects it to the damage of the said John
Twenty Dollars - This Case was entered at the last term of this
Court and continued to this term - and now the plaintiff by his Attorney
appears and the defendant the three times publickly called to come into
Court makes default of his appearance here - Wherefore it is considered by

Fisher
vs
~~Everett~~
May 25 1797.

the

Court that the said John do recover against the said Nathaniel the sum of Seventeen dollars and twenty six Cents damages and Costs of Suit taxed at $10.79. and thereof &c

Exn ifd Septr 16. 1797

Miller vs Bangs. May 252 1797

Alexander Miller of Williamsburg in the County of Hampshire Yeoman plaintiff vs. James Bangs Junr. of the same Williamsburg Joiner alias Yeoman Defdt. in a plea of trespass on the Case as by the plaintiffs Writ and declaration on file.— This Case was commenced at the last term of this Court & continued to this term — and now at this term the parties the three times publicly called to come into Court make default of their appearance here and the plff is nonsuit — the Defdt. defaulted and the case is dismissed ———

Bruch & Son vs Hom & al. May 254. 1797

Robert Bruch and John Bruch both of Northampton in the County of Hampshire Joint Traders plaintiffs vs. John Howe and Samuel Dickinson both of Chesterfield in the same County Blacksmiths Defendants in a plea of trespass on the Case for that the said John and Samuel at Northampton aforesaid on the fifth day of December in the Year of our Lord Seventeen hundred and ninety five by their note of hand of that date for Value received promised the Plffs. under the firm of Robert Bruch and Son to pay them the sum of Thirty three dollars and Sixty Cents lawful money on demand with Interest till paid — Yet the said John and Samuel tho requested nor either of them have ever paid the plaintiffs the same sum nor any part thereof but neglect it to the damage of the said Robert and John the Sum of Forty dollars — — — — — — — —

This Case was entered at the last term of this Court the Plaintiffs by S. Hinckley Esq their attorney appeared — and the defendants the three times publicly called to come into Court made default of their appearance after which the case was continued to this Term for Judgment — And now at this term the Plffs. by their said Attorney appear — and it is considered by the Court that the Plffs. recover against the defendants the sum of fourteen dollars and eleven Cents damages and Costs of Suit taxed at $8-10 — and thereof &c.

Exn ifd Septr 16. 1797.

Bruch & Son vs Stiles May 255 1797

Robert Bruch and John Bruch both of Northampton in the County of Hampshire Joint Traders plaintiffs vs. Benjamin Stiles of Conway in the same County Saddler alias Gentn Defdt. in a plea of trespass on the Case for that the said Benjamin at Northampton aforesaid on the tenth day of September in the Year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised the said Robert and John by the names and under the firm of Robert Bruch and Son to pay them Thirty dollars and and forty six Cents lawful money in ninety days from the date of said Note with Interest till paid — Yet the the said Benjamin the requested hath not paid the Contents of sd Note to the plaintiffs or either of them but unjustly neglects and refuses so to do to the damage of the said Robert and Son Fifty Dollars —

This Case was entered in this Court at the last term — when the Plffs. by S. Hinckley Esq. their attorney appeared — and the Defdt. the three times publicly called to come into Court made default of his appearance — after which the case was continued to this term for Judgment and now at this term the Plffs. by their said Attorney appear — and it is considered by the Court that the said Robert and John do recover against the said Benjamin Stiles the sum of Thirty two dollars and Thirty two Cents damages and Costs of Court taxed at $7. 82 and thereof &c

Exn ifd Septr 16. 1797.

Robert Brush and John Brush both of Northampton in the County of Hampshire Joint Merchants Pltff. v. Eliphalet Hickox of Conway in the same County Saddler Defendt. in a plea of Trespass on the Case for that the said Eliphalet at Northampton aforesaid on the fourteenth day of July in the Year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised the plaintiffs to pay them or order thirty three dollars and thirty three Cents Lawful money payable on the fifteenth day of October then next with Interest – Yet the said Eliphalet the often requested hath never paid the same but ought it to the damage of the said Robert and John the sum of Seventy dollars — Yet the ~~said Eliphalet~~ This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiffs by Samuel Hinckley Esq. their Attorney appear and the defendant the three times publicly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Robert and John do recover against the said Eliphalet the sum of twenty two dollars and ninety two Cents damages and Costs of Suit taxed at $7-82. and thereof &c.

Exn issued Septr 16. 1797.

same
vs
Jame
May. 25th 1797

Robert Brush and John Brush both of Northampton in the County of Hampshire Joint Merchants under the Firm of Robert Brush and Son Pltff. v. Ephraim McFarland of Cherlemont in the same County Blacksmith Defendt. in a plea of trespass on the Case for that the said Ephraim at Northampton aforesaid on the fifteenth day of November last past by his Note of Hand of that date for Value received promised the Plaintiffs to pay them or order Fifty three dollars and three Cents lawful money on demand with Interest – Yet the said Ephraim the requested has not paid the Contents of said Note to the Plaintiffs or any part thereof but ought and refuses to do it to the damage of the said Robert and John the sum of Seventy Dollars —

This Case was entered at the last term of this Court and continued to this term and now at this term the Pltff. by Samuel Hinckley Esqr. their Attorney appear and the defendant the three times publicly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Robert and John recover against the said Ephraim the sum of Fifty ~~Five~~ five dollars and sixty eight Cents damages and Costs of Suit taxed at $ 8-30 and thereof &c

Exn issued Septr 16. 1797 —

same
vs
McFarland &c.
May. 25th 1797

Robert Brush and John Brush both of Northampton in the County of Hampshire Joint Merchants under the Firm of Robert Brush and Son Plaintiffs v. Joseph Bodman Junr. and Joseph Bodman both of Williamsburg in the County of Hampshire Yeomen alias Cordwainers defendts. in a plea of trespass on the Case for that the said Joseph and Joseph Junr at Northampton aforesaid on the sixteenth day of September last past by their Note of Hand of that date for Value received promised the Plaintiffs to pay them or their order forty seven dollars and seventy eight Cents on demand with Interest – Yet the said Defendants the requested have never paid the same to the Pltff. or any part thereof but ought & refuse to do it – to the damage of the said Robert and John Sixty Dollars.

This Case was entered in this Court at the last term and continued to this Term – and now the Pltff. by S. Hinckley Esq. their Attorney appears and the defendant the three times called to come into Court makes default of his appearance here – Whereupon it is considered by the Court the Pltff. do recover against the said Defts. the sum of Fifty dollars and sixty four Cents ~~Dl~~ damages and Costs of Suit taxed at $ 6-89 and thereof &c —

Exn issued Septr 16th 1797. —

same
vs
Bodman &c.
May. 25th 1797

Lyman
vs
Pomeroy
May 1260 1797

David Lyman of East hampton in the County of Hampshire Yeoman alias Gentleman Plaintiff v. Justin Pomeroy of Southampton in the same County Yeoman defendt. in a plea of the Case for that the said Justin at Easthampton aforesaid on the fifth day of December last past by his Note of hand of that date for Value received promised the said David to pay him or his order the sum of Thirteen pounds three shillings and three pence / forty three dollars and eighty eight Cents at or before the first day of March then next - Yet the sd Justin the signatory hath not paid the same or any part thereof but unjustly neglects and refuses to do it to the damage of the said David Sixty Dollars —

This Case was entered in Court at the last term and continued to this Term and now at this term the Plaintiff by his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said David recover against the said Justin the sum of Forty five dollars and thirty Cents damages and Costs of suit taxed at $ 8-49 — and thereof &c.

Exn issued Sept. 16. 1797

Mecalf
vs
King
May 261. 1797

Eli Mecalf of Worthington in the County of Hampshire Yeoman Plf. v. Eleazer King of the same Worthington Yeoman alias Gent. defendt in a plea of the case for that the said Eleazer at said Worthington on the first day of November last past by his note of hand of that date for Value received promised the plaintiff to pay him or order Fifty two dollars and seventy five Cents on demand with Interest till paid - Yet the said Eleazer tho often requested has never paid the plaintiff the Contents of said Note or any part thereof but neglects it to the damage of the said Eli one hundred Dollrs

This Case was entered at the last term of this Court and continued to this term And now the Plaintiff by S. Hinckley Esq. his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Eli recover against the said Eleazer the sum of Fifty five dollars and Sixty two Cents damages & Costs of Suit taxed at $ 10-27 and thereof &c —

Exn issued Sept. 16. 1797.

Clapp
vs
Sears
May 263. 1797

Joseph Clapp Junr. of East hampton in the County of Hampshire Mercht plaintiff v. Elisha Sears of the same Easthampton Joiner Defendant in a plea of trespass on the Case for that the said Elisha here at Easthampton aforesaid on the eighteenth day of November last past by his Note of hand of that date for Value received promised the Plff to pay him or his order twenty pounds fourteen shillings and half penny Lawful money on demand with Interest - and the plff says said sum is equal to Sixty nine dollars eight Mills - Yet the said Elisha tho thereto often requested hath never paid the Contents of said note but neglects to do it - to the damage of the said Joseph Ninety Dollars —

This Case was entered at the last term of this Court and continued to this Term and now at this term the plaintiff by S. Hinckley Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Joseph Clapp Junr recover against the said Elisha Sears the sum of Seventy two Dollars and forty four Cents damages and Costs of Suit taxed at $ 10-11 and thereof &c.

Exn issd Sept. 16. 1797.

Coolidge &c. vs Price May 264. 1797.

Joseph Coolidge Joseph Coolidge Junr. and Daniel Coolidge all of Boston in the County of Suffolk Merchants under the Firm of Joseph Coolidge and Sons plaintiffs vs. Ezekiel Price of Hadley in the County of Hampshire Merchant otherwise called Ezekiel Price Junr. of Hadley aforesaid Trader Defendant. in a plea of trespass on the Case for that the said Ezekiel at Boston to wit at Northampton in the County of Hampshire on the third day of May last past by his note of hand of that date by him subscribed by the Name of Ezekiel Price Junr. for Value received promised the plaintiffs by the Name of Mess.rs Joseph Coolidge and Sons to pay them or order Five hundred and twenty two dollars 80 meaning Eighty Cents on demand with Interest — Yet the said Price the after requested hath not paid the Contents of said Note to the plaintiffs or either of them but ought and refuses to doit to the damage of the said Joseph Coolidge, Joseph Coolidge Junr. and Daniel Coolidge Four hundred Dollars. —

This Case was entered at the last term of this Court — The plaintiffs appeared by Samuel Hinckley Esq. their Attorney and the defendant the three times publickly called to come into Court made default of his appearance after which the Case was continued to this term for Judgment — and now the plaintiffs appear — whereupon it is considered by the Court that the said Joseph Coolidge Joseph Coolidge Junr. and Daniel Coolidge recover against the said Ezekiel the sum of three hundred and one dollars and fifty six Cents damages and Costs of Suit taxed at £ 17. 14 and thereof &c —

Exd. Sept.br 16. 1797.

Bassy &al. vs Pomeroy &al. May. 265. 1797

Benjamin Bassy and Jaazaniah Bassy of Boston in the County of Suffolk Joint Merchants plaintiffs vs. Ebenezer Pomeroy and Artemas Loomis both of Hawley in the County of Hampshire Joint Traders, Defend.ts in a plea of trespass on the Case for that said Ebenezer and Artemas on the seventh day of September last past to wit at Southampton in said County, by their note of hand of that date for Value received promised by the names of Pomeroy and Loomis, Aaron Clap and Aaron Clap Junr. under the firm of Aaron Clap and Son to pay them or their order the sum of Thirty one pounds fifteen shillings and nine pence L. money meaning lawful money, equal to one hundred five dollars ninety five Cents, to be paid by the first day of November then next meaning to pay the lawful Interest therefor till paid — and afterwards to wit on the same seventh day of September aforesaid at Southampton aforesd. the above said sum of money in the Note aforesaid being or any part thereof being paid by a certain indorsement in writing on the same Note subscribed with the proper hands of the said Aaron and Aaron Junr. they the said Aaron and Aaron Junr. ordered the Deft. to pay the Contents of the same Note to the aforesaid Plaintiffs for Value recd. of which said indorsement the Deft. then and there had Notice by reason whereof and by force of the Law in such case the said Deft. became liable and chargeable to pay the said plaintiffs the Contents of said Note according to the tenor and effect of the same Note and indorsement aforesaid and the said defendants being so liable and chargeable as aforesaid in consideration thereof assumed on themselves and to the said Plaintiffs then and there faithfully promised to pay them the Contents of said Note ~~on demand~~ according to the tenor and effect of said Note and indorsement aforesaid on demand. Yet the said Defend.ts the requested have never paid the same to the plaintiffs but Neglect and refuse so to do — to the damage of the said Benjamin and Jaazaniah the Sum of One hundred and fifty dollars —

This Action was commenced and entered at the last Term of this Court and continued to this Term — And now at this Term Benjamin Bassy &c. the plaintiffs aforesaid by Samuel Hinckley Esq. his Attorney appears — the office of the aforesaid Plaintiffs having deceased since the last term of the Court

Court — and the defendants tho three times publickly called to come into Court make default of their appearance here — Whereupon it is considered by the Court that Bosoy the surviving plaintiff recover against the said Ebenezer and Artemas the sum of One hundred and eleven dollars and Seventy five Cents damages and Costs of Suit taxed at $16. 35 & three/8

Ex.r ifs.d Sept.r 16. 1797.

Salisbury & al. v Clap & an.r May 26th. 1797

Samuel Salisbury Jun.r and Higgerson Jun.r both of Boston in the County of Suffolk Joint Merchants Pltf.s v. Aaron Clap of Easthampton and Aaron Clap of South ampton both in the County of Hampshire Joint Traders Defend.ts in a plea of the Case for that the s.d Defd.s at Boston to wit at Northampton aforesaid on the fifth day of June in the Year of our Lord one thousand seven hundred and ninety five by their Note of Hand of that date by the name & under the firm of Aaron Clap & Co. meaning Aaron Clap and Company ~~the plaintiffs~~ promised the plaintiffs by the name and under the firm of Salisbury and Higgerson to pay them or order Forty six dollars and Sixty four Cents (meaning on demand) with interest after three months (meaning from the date of said Note) till paid Yet the said defendants have not nor hath either of them paid the Contents of said note to the plaintiffs but neglect and refuse to do it to the damage of the said Salisbury and Higgerson the sum of Sixty six Dollars.

This case was entered at the last term of this Court and continued to to this term and now at this term the plaintiffs by Samuel Hinckley Esq. their Attorney appear and the defendants tho three times publickly called to come into Court make default of their appearance here — Whereforeit is considered by the Court that the said Salisbury and Higgerson do recover against the said Aaron Clap and Aaron Clap Jr. the Sum of Fifty two dollars and fifty six Cents damages and Costs of Suit taxed at $16-44. and three/8

Ex.r ifs.d Sept.r 16.th 1797 —

Clap v Owen May. 26th. 1797

Joseph Clap Jun.r of the district of Easthampton in the County of Hampshire trader Pltf. v. Carmi Owen of Westfield in said County Yeoman Defendant in a plea of the Case for that the said Carmi at Easthampton aforesaid on the sixth day of September last past by his Note of hand of that date for Value received promised the said Joseph to pay him or his order Twelve pounds two shillings and six pence lawful money equal to Forty dollars forty one Cents (in January next meaning in January then next — Yet said Carmi the defendant since said time of payment — has not paid the same or any part thereof to the plaintiff but neglects and refuses to do it to the damage of the said Joseph Sixty Dollars — This case was entered in this Court at the last term thereof and continued to this term and now at this term the plaintiff by Samuel Hinckley Esq.r his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Whereforeit is considered by the Court that the said Joseph recover against the said Carmi the sum of Forty two dollars and ninety Cents damages and Costs of Suit taxed at $9. 89. and three/8.

Ex.r ifs.d Sept.r 16.th 1797 —

Bond v Hickox — May 26th. 1797.

Solomon Bond of Enfield in the County of Tolland and state of Connecticut Physician Pltf. v. Benjamin Hickox of Conway in the County of Hampshire Gent.n alias Saddler Deft. in a plea of Trespass on the Case for that the said Benjamin at Plainfield in the

County of Hampshire on the twenty eighth day of October in the Year of our Lord One thousand seven hundred and ninety six by his Note of Hand of that date for Value received promised the said Solomon Bond to pay him or his order the Sum of Sixty six dollars and sixty seven Cents within three months from the date meaning the date of said note with Interest for the same sum till paid Yet the said Benjamin the offer orgnuted hath not paid said Sum or any part thereof to the plaintiff but neglects and refuses to do it to do it to the damage of the said Solomon Eighty dollars — This Case was entered in this Court at the last term thereof and continued to this term, and now at this term the plaintiff by Samuel Hinckley Esq his Attorney appears and the defendant the three times called to come into Court makes default of his appearance herein — Whereupon it is considered by the Court that the said Solomon Bond recover against the said Benjamin Hicks the sum of Seventy dollars and eighteen Cents damages and Costs of Suit taxed at $16-29. and thereof &c.

Exd. Sept. 16. 1797 —

Hatch vs Smith May. 26 - 1797.

Moses Hatch of Hawley in the County of Hampshire Blacksmith plaintiff vs Levi Smith of West hampton in the same County Yeoman Deft. in a plea of the Case for that the said Levi at West hampton aforesd on the twenty ninth day of October last past by his Note of hand of that date for Value received promised one William Hooker to pay him or order on demand Thirty seven dollars and Sixty two Cents with Interest till paid and afterwards to wit on the same twenty ninth day of October aforesd at Westhampton aforesaid no part of the sum aforesaid in the Note aforesaid being paid by a certain indorsement in writing subscribed with the proper hand of the said Hooker. He the said Hooker ordered the sd Levi to pay the Contents of the aforesaid Note to the same Moses for Value received of which said indorsement the said Levi then and there had Notice. by reason whereof and by force of the Law in such case the said Levi became liable and chargeable to pay the said Moses the Contents of said Note according to the tenor and effect of the same Note — and indorsement thereof to aforesaid - and the said Levi being liable and chargeable as aforesaid in consideration thereof afterwards on himself & to the said Moses then and there faithfully promised to pay him the Contents of said Note according to the tenor and effect thereof and the indorsement aforesaid on demand — Yet the said Levi the orgnuted hath not paid the plaintiff the aforesaid Sum or any part thereof but neglects and refuses to do it to the damage of the said Moses the Sum of Fifty dollars —

This Case was entered in this Court at the last term thereof and continued to this term — And now this term the Plaintiff by S. Hinckley Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon ~~the~~ it is considered by the Court that the said Moses recover against the said Levi the sum of Thirty nine dollars and thirty eight Cents damages and Costs of Suit taxed at $13-8 and thereof &c —

Exd. ifs and Sept. 16. 1797 —

Clapp & another
v.
Sheldon
May. 27th. 1797.

Aaron Clapp of Easthampton in the County of Hampshire Gentleman & Aaron Clapp Junr. of the same Easthampton Yeoman late Joint traders under the Firm of Aaron Clapp and Son Pltffs. v. Pliny Sheldon of Westfield in said County Yeoman alias Gentleman Deft. in a plea of trespass on the case for that the said Pliny at said Northampton on the eighth day of March last past in consideration that the said Aaron Clapp and Aaron Clapp Junr. had then before that time at the special instance and request of the said Pliny sold and delivered to the said Pliny sundry goods Wares and Merchandizes of the Pltffs. assumed on himself and to the said Aaron Clapp & Aaron Clapp Junr. then and there faithfully promised to pay them under the firm of Aaron Clapp and Son so much money as the same Goods Wares & Merchandizes were reasonably worth at the time of the sale and delivery thereof on demand — And the plaintiffs in fact say that the same Goods Ware and Merchandizes at the time of the sale and delivery thereof were reasonable worth the sum of Fifty dollars of which the said Pliny there afterwards to wit at said Northampton had notice —

Also for that the said Pliny at said Northampton on the same eighth day of March last past was justly indebted to the plaintiffs in another sum of One hundred dollars for so much money of the pltffs. and to their use there before that time had and received and being so indebted in Consideration thereof assumed on himself & to the plaintiffs then and there faithfully promised to pay them the last mentioned sum on demand ——

Also for that the said Pliny at said Northampton on the same eighth day of March aforesaid was justly indebted to the plaintiffs in another sum of One hundred dollars for so much money by them the said Aaron Clapp and Aaron Clapp Junr. at his special instance and request and to his use and behoof there before that time advanced laid out disbursed and paid and being so indebted in consideration thereof assumed on himself and to the pltffs. then and there faithfully promised to pay them the last mentioned sum on demand. Yet the said Pliny the thereto often requested hath not paid the aforesaid Sums or either of them or any part of either of them to the plaintiffs or either of them but neglects and refuses to do it — To the damage of the said Aaron Clapp and Aaron Clapp Junr. the sum of One hundred Dollars —

This Case was entered at the last term of this Court — at which term the Parties appeared and agreed to refer this action and all demands between them to Elijah Hunt Esq. Lemuel Pomeroy Esq. and Mr. Josiah Dickinson the determination of any two of them to be final — after which the Case was continued to this term — and now at this term the parties appear and the referees aforesaid send here into Court their award, that the said Aaron Clapp and Aaron Clapp Junr. do recover of the said Pliny Sheldon Twenty six dollars damages and the Cost of this reference being Ten dollars and Sixty one Cents and Costs of Court to be taxed by the Court and that this award be in full of all demands between the parties previous to this time — which award being read here in Court the same is accepted by the Court — Whereupon it is considered by the Court that the said Aaron Clapp and Aaron Clapp Junr. recover against the said Pliny Sheldon the sum of Twenty six Dollars damages and Costs of Suit taxed at $20-3 and thirty 8c —

Exd. issued Sept. 16. 1797

Abner Sikes of Ludlow in the County of Hampshire Yeoman Plff. v. Jonathan Town of Belchertown in the same County Yeoman defendant. in a plea of Trespass on the Case for that the said Jonathan at Ludlow aforesaid on the thirteenth day of October in the Year of our Lord One thousand seven hundred and Ninety three by his Note of hand of that date for Value received promised the said Abner to pay him or order Eleven pounds four shillings and seven pence / equal to Thirty seven dollars forty three Cents and one third of a Cent on demand with lawful Interest till paid - Yet the said Jonathan tho often requested hath not paid said Sum to the plaintiff or any part of the same but unjustly ought and refuses to do it to the damage of the said Abner the Sum of Fifty Dollars.

Sikes v. Town May. 27l. 1797.

This Case was entered at the last term of this Court and continued to this time and now at this Term the plaintiff by Samuel Hinckley Esq. his atty. appears and the Defendant tho three times called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Abner recover against the said Jonathan the Sum of Forty Six dollars and eleven Cents damages and Costs of Suit taxed at $10.21 and thereof &c.

Ea. issued Sept. 16. 1797

John Nellson of Charlemont in the County of Hampshire Yeoman Plff. v. Moses Stanford and Benonis Flagg both of the same Charlemont Yeomen defendts in a plea of the Case for that the said Stanford and Flagg on the twenty fourth day of December in the Year of our Lord Seventeen hundred & ninety five at Charlemont aforesaid by their note in writing by them subscribed of that date for Value received promised the plaintiff to pay him One hundred and thirty dollars and thirty three Cents on or before the first day of December then next / which is now past / with Interest - Yet the Stanford and Flagg the that time has long since elapsed and the requested have not paid the same nor hath either of them done it but neglect it to the damage of the said Nellson two hundred dollars.

Nellson v. Stanford &c. May 28l. 1797.

This Case was entered at the last term of this Court and continued to this Term - and now at this term the plaintiff by his attorney appears and the Defendants tho three times publickly called to come into Court make default of their appearance here - Whereupon it is considered by the Court that the said John Nellson recover against the said Moses Stanford and Benonis Flagg the sum of One hundred Eighteen Dollars thirty Cents damages and Costs of Suit taxed at $12.55. and thereof &c.

Ea. iss. Sept. 21. 1797

Francis Nurse of Barre in the County of Worcester Yeoman Plff. v. Lot Dean of Ware in the County of Hampshire Trader in a plea of the Case &c as by the declaration on file. This Case was entered at the last term of this Court and continued to this term - and now at this term neither of the parties appear and this Case is dismissed.

Nurse v. Dean May. 28l. 1797.

Abraham Skinner of East Hartford in the County of Hartford and State of Connecticut Gentleman, Plaintiff v. Simon Gennings of Partridge field in the County of Berkshire, Blacksmith Deft. in a plea of trespass on the Case for that the said Simon at Partridge field to wit at Northampton aforesaid on the fourth day of September in the Year of our Lord One thousand seven hundred & ninety six

Skinner v. Gennings May 29l. 1797.

Six by his Note in writing under his hand of that date for Value received promised the pltff to pay him Twenty three pounds twelve shillings and five pence half penny lawful money equal in Value to Seventy Eight dollars and seventy four Cents on demand with lawful Interest. Yet the said Simeon the often requested hath never paid the Contents of said Note but unjustly neglects & to the damage of the said Abraham the sum of One hundred Dollars —

This Case was commenced at the last term of this Court and continued to this Term And now the plaintiff by his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Abraham do recover against the said Simeon the Sum of Eighty three dollars and forty eight Cents damages and Costs of Suit taxed at $ 12-80 and thereof &c —

Exd issued Sept. 14. 1797.

Moore ads. vs Mather — May 29. 1797

Silas Bush Gentn Roswell Clark Gentn and Abigail Moore Widow all of Westfield in the County of Hampshire and Administrators on the estate of Asa Moore Yeoman late of said Westfield deceased Pltfs — v Thomas Mather of Chester in the same County of Hampshire, Hatter Defdt. in a plea that he render to them the said Silas Roswell & Abigail The Sum of Twenty two dollars and ninety nine Cents which from them he unjustly detains for this to wit for that whereas the said Asa Moore by the consideration and Judgment of Samuel Mather Esq. one of the Justices of the peace within and for our said County of Hampshire on the thirty first day of October last past. he the said Asa being then in full Life recovered of the said Thomas Mather the sum of Thirteen dollars damages and the sum of Nine dollars and ninety nine Cents Costs of Suit whereof the said Thomas Mather is convicted as by the Copy of the same record of the Judgment before said Justice and in Court to be produced remaining fully appears — which Judgment is still in its full force and is wholly unsatisfied, unreversed and unpaid on which on the action has issued whereby Action hath accrued to the said to the said Silas Roswell and Abigail in their said Capacity to demand and have of the said Thomas Mather the said sum of twenty two dollars and ninety nine Cents and the Interest of said Sum — Nevertheless the said Thomas the often requested by the said Asa in his Life time and by the said Silas Roswell and Abigail since the death of the said Asa hath not paid the aforesaid sum of Twenty two dollars & Ninety nine Cents to the said Asa in his life time — nor to the said Silas Roswell and Abigail since the death of the said Asa but hath hitherto altogether refused and still doth unjustly neglect and refuse to do it to the damage of the said Silas Roswell and Abigail in their said Capacity Forty Dollars —

This Case was entered at the last Term of this Court & continued to this term and now at this term the Plaintiffs by their Attorney appear and the Deft. the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Silas Roswell and Abigail in their said Capacity recover against the said Thomas Mather the sum of Twenty four dollars & fourteen Cents damages and Costs of Suit taxed at $ 10-33. and thereof &c.

Exn issued Sept. 15. 1797 —

Charles Mather of Earthlandfoy in the County of Hartford and State of Connecticut Physician Pltff vs William Miller of Southwick in the County of Hampshire Yeoman Defendant — in a plea of trespass on the Case for that the said William at said Southwick on the twentieth day of December in the Year of our Lord one thousand seven hundred and ninety five by his Note in writing under his hand of that date for Value received promised the said Charles to pay him the Sum of Thirty two pounds eight shillings and ten pence lawful Money equal in Value to One hundred and eight dollars and fourteen Cents on demand with Interest till paid — also for that the said William at said Southwick on the day and Year last mentioned by his other Note in writing under his hand of that date for Value received promised the Pltff to pay him the Sum of Thirty two pounds eight shillings and ten pence lawful money equal in Value to One hundred and eight dollars and fourteen Cents on demand with lawful Interest till paid — Yet the said William tho often requested hath never paid the Contents of either of his said Notes but unjustly neglects it to the damage of the said Charles three hundred Dollars. This Case was entered at the last Term of this Court and continued to this Term — And now at this term the Plaintiff by John Ingersoll Gent. his Atty. appears and the defendant tho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Charles recover against the said William the Sum of Two hundred thirty eight dollars forty four Cents damages and Costs of Suit taxed at $13-29 and thereof &c. ——

Exd. Sept. 14. 1797

Mather vs Miller May (293) 1797

Bildad Fowler of Southwick in the County of Hampshire Gent. Plaintiff vs Simeon Perkins of the same Southwick Gent. defendant in a plea of trespass on the Case &c as by the Writ and declaration on file. This case was commenced at the last Term of this Court and continued to this Term — and now at this term neither of the Parties appear and the Case is dismissed. ——

Fowler vs Perkins May. (294) 1797.

Noah Phelps of Westfield in the County of Hampshire Yeoman Plaintiff vs William Ashley of the same Westfield Yeoman in a plea of trespass on the Case &c as by the plaintiffs Writ and declaration on file. This Case was entered in this Court at the last term and continued to this term and now at this term neither of the Parties appear and this Case is dismissed ——

Phelps vs Ashley May. 295. 1797.

Gad Palmer of Westfield in the County of Hampshire Gentleman Plaintiff vs Ezra Clap of the same Westfield Gent. defend. in a plea of Trespass on the Case &c as by the Pltff Writ and declaration on file. This Case was entered at the last term of this Court and continued to this Term — And now at this term neither party appears & this case is dismissed.

Palmer vs Clap May. 296. 1797.

Thomas James Douglass of Westfield in the County of Hampshire Gent plaintiff vs Daniel Smith of Chester in the same County Yeoman Defend. in a plea of trespass on the Case for that the said Daniel at said Chester on the fourth day of December in the Year of our Lord One thousand seven hundred and ninety five by his Note in writing under his hand of that date for Value received promised the Pltff Thomas James Douglass to pay him or order One hundred and fifty dollars in twelve months from the date with use, meaning with

Douglass vs Smith May. 297. 1797

Interest untill paid — and the Plaintiff avers that the said twelve months has long since elapsed. Yet the said Daniel the often requested hath never paid the Contents of said Note but unjustly neglects it —
also for that the said Daniel at said Charter on the day of the purchase of this Writ being justly indebted to the plaintiff in the sum of Twenty dollars for the like sum of Money by the aforesaid Daniel for the aforesaid plaintiff and to his use there before that time had and received — and being so indebted in consideration thereof afterwards upon himself and to the Pltff then & there faithfully promised to pay him the same sum on demand. Yet the said Daniel the often requested hath never performed his said promise but unjustly neglects it — To the damage of the said Thomas James Douglass Two hundred Dollars.
This Case was commenced at the last term of this Court & continued to this Term and now at this term the plaintiff by his Attorney John Ingersoll Genl. appears and the defendant the three times publickly called to come into Court makes default of his appearance here —
Whereupon it is considered by the Court that the said Thomas James recover against the said Daniel the sum of One hundred Eighty five Dollars twenty five Cents damages and Costs of Suit taxed at $10-61 and thereof &c.

Exd. issued Sept. 14. 1797.

Barnie vs Danielson May 29th 1797

Alexander Barnie of Geneva in the County of Ontario and State of New York Husbandman Plaintiff v. Luther Danielson of Brimfield in the County of Hampshire Yeoman Deft. in a plea of Trespass on the Case for that the said Luther at Westfield in the County of Hampshire on the twentieth day of December in the year of our Lord fourteen hundred and ninety six by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order Forty nine dollars and eighty eight Cents on demand with Interest untill paid — Yet the said Luther the often requested hath never paid the Contents of said Note but unjustly neglects it — to the damage of the said Alexander Seventy dollars. —
This Case was commenced at the last term of this Court and continued to this term — and now at this term the Pltff. by his Attorney J. Ingersoll Genl. appears and the Defendant the three times publickly called to come into Court makes default of his appearance here —
Whereupon it is considered by the Court that the said Alexander recover against the said Luther the sum of Fifty nine dollars Ninety eight Cents damages and Costs of Suit taxed at $13-24 and thereof &c.

Exd. issued Sept. 14. 1797.

Dick Tucker vs Cæsar Ingersoll May 30th 1797.

Dick Tucker of Westfield in the County of Hampshire Labourer a Negro Man Pltff. v. Cæsar Freeman Ingersoll of Sheffield in the County of Berkshire Yeoman, Negro Man Defendant in a plea of Trespass on the Case &c as by the Writ and declaration on file —
This Case was commenced at the last Term of this Court and continued to this Term, and now this term the Pltff and and defendant the three times publickly called to come into make default of their appearance become Non suit and default & this Case is dismissed —

Jonathan Dwight Esquire and James Scott Dwight Merchant both of Springfield in the County of Hampshire Pltffs. v. Isaac Warren of Palmer in the same County Yeoman dft. in a plea of the case &c as by the Writ and declaration on file — This case was commenced at the last Term of this Court — The pltffs appeared and the dft. the three times publickly called to come into Court made default of his appearance after which the case was continued to this Court for Judgment — and now at this term the plaintiffs the three times publickly called makes default of his appearance here and becomes Nonsuit and this case is dismissed — — —

Dwight & Warren May (302) 1797

Jonathan Dwight Esq: and James Scott Dwight Merchant both of Springfield in the County of Hampshire pltffs. v. Joshua Clark of Ludlow in the same County Yeoman defendant in a plea of Ejectment wherein the said Jonathan and James demand against the said Joshua one tract of Land lying in Ludlow in said County one half Acre of land with a dwelling house and other buildings thereon standing. bounded East on Land left for a high Way North on Land belonging to Eb. Putnam and Westerly and Southerly on Land of said Putnam also one other tract or parcel of Land lying in said Ludlow containing two Acres be the same more or less bounded and described as follows beginning at the bow at the upper Wallowmanumpt falls and running northerly seven Rods thence eastwardly forty five rods thence southerly to the River from thence by the river to the first mentioned bounds with one half of the Forge or Iron Works thereon standing with the appurtenances thereto belonging Whereupon the said Jonathan and James say the said Joshua at Springfield on the twenty third day of December in the year of our Lord seventeen hundred and Ninety three by his deed poll of that date by him well executed and in Court to be produced in consideration of the sum of Sixty pounds equal to Two hundred Dollars lawful money to him in hand paid, bargained sold and conveyed the demanded premises with the appurtenances to them the said Jonathan and James to have and to hold to them their Heirs and assigns forever as an absolute estate in fee simple by force whereof the said Jonathan and James then and there became seized in fee of the said premises and of ~~right~~ might ought still to hold the said demanded premises Nevertheless the said Joshua hath since that time illegally and without Judgment entered upon the aforesaid premises and disseized them thereof Whereupon the said Jonathan and James complain the said Joshua unjustly deforceth them and holdeth them out therefrom — to the damage of the Jonathan & James Thirty dollars — This case was entered at the last Term of this Court and continued to this Term — and now at this time the Plaintiffs by their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the Jonathan and James recover possession of the demanded premises — and the said Joshua within two Months pay the said Jonathan and James the sum of One hundred and fifteen dollars and thirty one Cents — and Costs of Suit taxed at nine dollars and thirty nine Cents and thereof &c —

Dwight 18a & Clark May (303) 1797

Writ of Poss. issued Dec. 2. 1797

William Hancock of Enfield in the State of Connecticut Blacksmith Plaintiff v. Dates Ensign of Chester in the County of Hampshire Yeoman alias Dates Ensign of Middlefield in said County Yeoman Defendant in a plea of the case for that whereas the said at Enfield to wit at Northampton aforesaid on the fourth day of November in the year of our Lord seventeen hundred and ninety six by his Note in writing under his hand of that date for Value received promised the said William

Hancock & Ensign May 308. 1797.

William to pay him the Sum of Seven pounds five shillings and eight pence which the plaintiff avers is equal to twenty four Dollars and twenty eight Cents Lawful money by the first day of January then next with the Lawful interest for the same till paid - Yet the said Dates the often requested hath never paid the plaintiff the same or any part thereof but unjustly neglects & refuses to do it - To the damage of the said William Thirty Dollars —
This Case was commenced at the last Term of this Court - the plaintiff by his atty appeared and the defendant the three times publickly called to come into Court made default of his appearance after which the Case was continued to this term and now the plaintiff appears - Whereupon it is considered by the Court that the said William recover against the said Dates the sum of Twenty five dollars and fifty seven Cents and Costs of suit taxed at $ 9-64 - and thereof &c.

Ex.n iss.d Sept.r 19. 1797.

Colton vs Wheeler May 3rd. 1797.

Demas Colton and Noah Loomis both of Long Meadow in the County of Hampshire Traders pltff.s v. James Wheeler of Montague in the same County Trader Deff. in a plea of the case for that the said James at Long Meadow afsd. on the twenty third day of December last past by his promissory note under his hand of that date for value received promised the Pltff.s by the names of Colton and Loomis to pay them or their order Twenty dollars lawful money in forty five days after date thereof with lawful interest for the same until paid — Yet the said James the often thereto requested hath never paid the pltff.s the Contents of said Note or any part thereof but neglects & refuses to do it - To the damage of the said Colton and Loomis Thirty dollars —
This Case was commenced at the last term of this Court and continued to this term - and now at this term the pltff.s by J. Dwight Jun.r Gent.n their Attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Colton and Loomis recover against the said James Wheeler the sum of Twenty dollars and seventy Cents damages and Costs of suit taxed at $ 11-65 and thereof &c. —

Ex.n iss.d Sept.r 19th 1797. —

Cushman vs Cobb — May 3rd. 1797

Gotham Cushman of Cummington in the County of Hampshire Attorney at Law Plaintiff v. Jonathan Cobb of Charlemont in said County Blacksmith alias Bloomery Man Defend.t in a plea of the Case for that whereas the said Jonathan at Cummington aforesaid on the fifth day of September in the year of our Lord one thousand seven hundred & ninety six by his Note in writing of that date by him subscribed for value received promised the said Gotham to pay him the sum of Thirteen dollars & sixteen Cents on demand with Interest till paid Yet the said Jonathan the often requested hath never paid the same but neglects and refuses to do it - to the damage of the said Gotham Thirty dollars —
This Case was commenced at the last term of this Court and continued to this term - and now at this time the plaintiff appears - and the Defend.t the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Gotham recover against the said Jonathan the sum of thirteen dollars and ninety five Cents damages and Costs of Suit taxed at $ 11-13 and thereof &c.

Ex.n iss.d Sept.r 21. 1797. —

Otis & al. vs Bryant May 3rd 1797

William Otis and Philander Foster both of Cummington in the County of Hampshire Joint Traders pltff.s v. Dependence French Bryant of the same Cummington Blacksmith Defend.t in a plea of the Case for that the said Dependence French at Cummington aforesaid on the twenty first day of November seventeen hundred and ninety six

by —

by his promissory Note in writing of that date by him subscribed then and there for Value received promised the Pltff. to pay them or order Seaven dollars and Eighty four Cents on demand with Interest till paid — Yet the said Defendant French altho often thereto requested hath not paid the same but neglects it to the damage of the said Otis and Foster forty Dollars

This Case was commenced at the last term of this Court and continued to this term — And now at this term the Plaintiffs by Joshua Cushman their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Otis and Foster recover against the said Defendant French Bryant the sum of Seventeen dollars sixty nine Cents damages and Costs of Suit taxed at $ 8.32 and thereof &c

Ea. issued Sept. 21. 1797

Gove & al vs Keep May 31 - 1797

William Gove of Worthington Trader and James Boardish of Cummington Physician both in the County of Hampshire Pltff. v. David Keep Jun. of the same Cummington Yeoman - alias Wailer - defendant in a plea of the case for that whereas the said David at Worthington aforesaid on the twelfth day of October in the Year of our Lord seventeen hundred and ninety six - by his promissory Note in writing of that date by him subscribed then and there for Value received promised the Pltff. to pay them or order Eight pounds fifteen shillings and ten pence lawful money equal to twenty nine dollars sixty nine Cents and four Mills on demand with Interest - Yet the said David altho often requested hath never paid the same but neglects it - to the damage of the said William and James sixty Dollars.

This Case was commenced at the last term of this Court and continued to this Term - and now at this time the Pltff by Joshua Cushman Gent. their Attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said William and James recover against the said David the Sum of Thirty dollars ninety Cents damages and Costs of Suit taxed at $ 10 - 61 and thereof &c.

Ea. issued Sept. 21. 1797

Bond vs Whitmarsh May 26 / 1797

Solomon Bond of Enfield in the County of Hartford and State of Connecticut Physician plaintiff v. Noah Whitmarsh of Cummington in the County of Hampshire Yeoman Defendt. in a plea of the case for that whereas the said Noah at Plainfield in the County of Hampshire on the thirteenth day of December in the Year of our Lord seventeen hundred and ninety six by his promissory Note in writing of that date then and there for Value received promised the said Solomon to pay him or his order the sum of four pounds seventeen shillings and four pence equal to sixteen dollars fifty four Cents and six mills upon demand with Interest till paid Yet the said Noah the thereto often requested hath never paid the same but neglects and refuses so to do - To the damage of the said Solomon Fifty dollars. —

This case was commenced at the last term of this Court and continued to this Term and now at this time the Plaintiff by J. Cushman Gentleman his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Solomon do recover against the said Noah the sum of Seventeen dollars thirty four Cents damages and Costs of suit taxed at $ 10.63 and thereof &c.

Ea. issued Sept. 21 - 1797

Reed
vs
Gurney
May. 321. 1797

Zelotes Reed of Cummington in the County of Hampshire Cloth maker Pltff. vs. Aaron Gurney of the same Cummington Yeoman Deft. in a plea of the Case for that the said Amos at Cummington aforesaid on the twenty sixth day of October in the Year of our Lord one thousand seven hundred and ninety six by his promissory note in writing of that date by him subscribed then and there for value received promised the sd Zelotes to pay him or his order fifteen dollars and an half mearing fifteen dollars and fifty Cents to be paid the sixteenth day of January then next ensuing with Interest till paid Yet the said Amos altho often requested and the time of payment has elapsed hath never yet paid the same. or any part thereof but to do it he doth neglect and refuse to the damage of the said Zelotes the sum of Forty dollars.
This Case was commenced at the last term of this Court and continued to this Term, and now the plaintiff by S. Cushman his Attorney appears and the defendant the three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Zelotes recover against the said Aaron the sum of seaveen dollars & thirty two Cents damages and Costs of Suit taxed at $ 10.47 and thereof &c.

Ex.d issued Sept.r 21. 1797

Bigelow
vs
Bigelow
May 322. 1797

John Bigelow of Cummington in the County of Hampshire Yeoman Plaintiff vs. John Bigelow Junr. late of the same Cummington Yeoman Deft. in a plea of the Case &c as by Writ and declaration on file. This case was commenced at the last Term of this Court and continued to this term — and now at this time the plaintiff discontinues his suit — the defendant does not appear in Court — thereupon this Case is dismissed. ——

Otis & Foster
vs
Bishop
May 323. 1797.

William Otis and Philander Foster both of Cummington in the County of Hampshire Joint Traders pltff. vs. Jesse Bishop of Windsor in the County of Berkshire Gentleman Deft. in a plea of the Case &c. as by the declaration in the Writ on file. This Case was entered at the last term of this Court and continued to this term — and now at this term neither of the sd parties appear and thereupon this case is dismissed ——

Phelps
vs
Worlworth
May 325. 1797

John Phelps of Granville in the County of Hampshire Gent. Plaintiff vs Phineas Woolworth of the same Granville Yeoman Defendt. in a plea of the Case for that the said Phineas at Granville aforesaid on the third day of September in the Year of our Lord seventeen hundred and ninety six by his Note in writing under his hand of that date for value received promised the said John to pay him or order the sum of Forty dollars on demand with Interest — Yet the said Phineas the often requested hath never paid the sum or performed his promise aforesaid but neglects it to the damage of the said John Seventy Dollars. ——
This case was commenced at the last term of this Court and continued this term — and now the plaintiff appears and the Defendant the three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said John recover against the said Phineas the sum of Forty five dollars Forty Cents damages and Costs of Suit taxed at $ 13.7 and thereof &c ——

Ex.d issued Sept.r 15. 1797. ——

Clap
vs
Pease
May 328. 1797

Perez Clap of Southampton in the County of Hampshire Gentleman plaintiff vs. Augustus Pease of Southwick in the same County Yeoman Defendt. in a plea of Trespass on the Case for that the said Augustus at said Southwick on the thirteenth day of July last past by his Note of Hand of that date for value received promised the said Perez to pay him or order twenty five dollars in three months from the date of sd. Note with lawful Interest till paid — Yet the said Augustus the often thereto requested hath not performed his said promise altho the time of payment

payment has a long time since elapsed but hitherto hath and still doth unjustly neglect and refuse so to do to the damage of the said Pease Thirty Dollars —
This Case was entered at the last term of this Court and continued to this Term.
And now at this term the plaintiff by John Phelps Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Pease recover against the said defendant the sum of Twenty six dollars seventy five Cents damages and Costs of Suit taxed at 9 – 21 and therefor &c —

Exd. ifsued Sept. 15. 1797

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Riley vs Mills May. 331. 1797

Justus Riley of Weathersfield in the County of Hartford and State of Connecticut Trader plaintiff v. Drake Mills of Sandersfield in the County of Berkshire Esquire defendant in a plea of trespass on the Case for that the said Drake at Weathersfield to wit Northampton aforesaid on the second day of May in the year of our Lord one thousand seven hundred and ninety two by his note in writing under his hand of that date for Value received promised the said Justus to pay him or order the sum of Ten pounds lawful money in suitable Sheats for shipping from sixty to one hundred pounds wt. each by the last day of October seventeen hundred and ninety five and to be Valued at Sandisfield by indifferent men at the then going price in Cash and to be delivered at the said Rileys dwelling house with Interest from the first day of July seventeen hundred and ninety three and said Justus avers that Ten pounds lawful money is equal to Thirty three dollars and thirty three Cents – and that he was ever ready to receive said Sheats agreable to the tenor of said Note — Also for that the said Drake afterwards at said Weathersfield to wit at said Northampton on the third day of May in the Year of our Lord seventeen hundred and ninety two by his other Note in writing duly subscribed with his proper hand of that date for Value received promised the said Justus to pay him or order the sum of Twenty five pounds lawful money which is equal to eighty three dollars and thirty four Cents in good suitable shipping pacing horses from four to eight years old to be delivered at said Rileys dwellinghouse by the last day of October seventeen hundred and ninety six. which is now part. to be ~~deliv~~ valued by indifferent Men at the then going price for Cash and to be on Interest after the first day of February seventeen hundred and ninety three – and the said Justus avers that he was ever ready to receive said shipping Horses agreable to the tenor of said Note Also for that the said Drake at said Weathersfield to wit at said Northampton on the the third day of May in the Year of our Lord one thousand seven hundred & ninety two by his other Note in writing under his hand of that date for Value received promised said Justus to pay him or order the sum of Twenty pounds Lawful money which the plaintiff avers is equal to Sixty six dollars and sixty seven Cents in good suitable pacing shipping horses from four to eight years old to be delivered at Rileys Dwelling house by the first day of October seventeen hundred and ninety and ninety five and to be valued by indifferent men at the then going price for Cash and on lawful Interest from the first day of February seventeen hundred and ninety three till paid – And said Justus avers that he was ever ready to receive said Horses agreable to the Tenor of said Note — Also for that the said Drake afterwards at said Northampton on the third day of May in the Year of our Lord Seventeen hundred and ninety two by his other Note in writing under his hand of that date for Value received promised the said Justus to pay him or order the sum of Ten pounds lawful money which the plaintiff says is equal to thirty three dollars and thirty four Cents in suitable shipping Sheats from Sixty to one hundred pounds weight each by the last day of October seventeen hundred and ninety five and to be valued at Sandisfield by indifferent Men at the then going Cash price

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to be delivered at said Rileys dwelling house with Interest from the first day of February seventeen hundred and ninety three - and said Riley says he was ever ready to receive said Shoates last mentioned agreeable to the tenor of said note —
Also for that the said Drake afterwards at said Weathersfield to wit at said Northampton on the third day of May in the Year of our Lord fourteen hundred and ninety two by his other Note in writing under his hand of that date for Value received promised the said Justus to pay him or order the sum of Twenty five pounds Lawful money which the plaintiff says is equal to Eighty three dollars and thirty four Cents in good shipping and Beef Cattle by the first day of November seventeen hundred and ninety six to be valued by indifferent Men in Sandisfield at the then going Cash price and to be delivered at said Rileys dwelling house with Interest after the first day of February fourteen hundred & ninety three till paid - and said Riley avers that he was ever ready to receive d. Shipping and Beef Cattle agreable to the tenor of the last mentioned Note —
Also for that the said Drake afterwards at said Weathersfield to wit at Northampton aforesaid on the third day of May fourteen hundred and ninety two by his other in writing under his hand duly subscribed of that date for Value received promised the said Justus to pay him Twenty pounds Lawful Money which the plaintiff says equal to Eighty six dollars and Sixty six Cents by the first day of November seventeen hundred and ninety five in good suitable shipping and beef Cattle to be valued at Sandisfield by indifferent men at the then going Cash price and to be delivered at said Rileys dwelling house in said Weathersfield meaning with Interest after due and the said Riley avers that he has ever been ready to receive said last mentioned shipping and Beef Cattle agreable to the tenor of said Note — Yet said Drake Willis the often thereto requested hath not performed either of his said promises but unjustly neglects to perform them or either of them to the damage of the said Justus the Sum of Six hundred Dollars.
This Case was entered at the last term of this Court and continued to this Term and now at this term the pltff. by John Phelps Gent. his Attorney appears - and the said Drake by Eli P. Ashmun Gent. his Attorney comes defends the Force and Injury when &c and offering liberty to waive this demurrer and plead anew at the supreme Judicial Court. says that the declaration and the Matters therein contained are not sufficient in Law for him to have and maintain his said action against him and that he has no need nor is he bound by the Law of the Land to answer thereto - Wherefore for want of a sufficient declaration he prays Judgment & Judgment for his Costs — And the plaintiff consenting to d. declaration says his declaration is sufficient —
All which being seen and understood by the Court - it appears to the Court that the pltff. declaration and the matters therein contained are sufficient in Law for him to have and maintain his said action —
Whereupon it is considered by the Court that the said Justus recovery against the said Drake the Sum of Three hundred and fifteen dollars and Seventy five Cents damages and Costs of Suit taxed at $40-34 —
Whereupon the said Drake Willis by his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant — and recognizes with Surety for his prosecuting the same appeal with effect —

Abner Rising of Granville in the County of Hampshire Yeoman Plaintiff v. Abel Tillotson of the same Granville Yeoman defendt. in a plea of trespass on the Case for that the said Abel at said Granville on the twelfth day of April last past by his Note in writing under his hand of that date for Value received promised the said Abner to pay him the Sum of Forty dollars by the first day of September then next - meaning with Interest after due - Yet the Sd. Abel the often requested hath but not performed his said promise but neglects it to the damage of the said Abner Fifty Dollars —

Rising v. Tillotson May 332 1797

This Case was entered at the last term of this Court and continued to this term - And now the Plaintiff by John Phelps Esq. his Attorney appears and the defendt. the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Abner recover against the said Abel forty two dollars & Forty Cents damages and Costs of Suit taxed at $12.53 - and thereof &c.

Ex. issued Sept. 15. 1797

Samuel Pelton of London in the County of Berkshire Gent. Plaintiff v. Calvin Coe of Blanford in the same County Yeoman defdt. in a plea of the Case for that the said Calvin at said Blanford on the fourth day of May in the year of our Lord Seventeen hundred and ninety six by his promissory Note in writing subscribed with his hand of that date for Value received promised said Samuel to pay him or order the Sum of Thirty three dollars and thirty three Cents and three Mills by the first day of March then next with Interest - Yet said Calvin the often thereto requested - hath not performed his said promise but neglects it to the damage of the said Samuel Forty five dollars. —

Pelton v. Coe May 333. 1797

This Case was entered at the last term of this Court and continued to this Term - and now at this term the plaintiff by John Phelps his Atty. appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Samuel recover against the said Calvin Coe Thirty six dollars damages and Costs of Suit taxed at $12.81 and thereof &c.

Ex. issued Sept. 15. 1797.

David Boies and James Robinson both of Granville in the County of Hampshire Joint dealers in Merchandize plaintiffs v. Benjamin Stow of the same Granville Yeoman defendt. in a plea of trespass on the Case for that the said Benjamin at Granville aforesd. on the twenty second day of March last past by his note in writing under his hand of that date for Value received promised the plaintiffs to pay them or order by the Name and description of Boies and Robinson - or demand twelve pounds eight shillings and four pence Lawful money which Sum is equal in Value to Forty one dollars and Thirty nine Cents with Interest till paid - Yet said Benjamin the often thereto requested hath not performed his said promise but neglects it - to the damage of the said Boies and Robinson Sixty dollars —

Boies & al. v. Stow May 334. 1797

This Case was entered at this Court at the last term thereof and continued to this term - and now the Pltffs by his Atty. appears and the Defdt. the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the Pltffs recover against the said Benjamin forty two dollars fifty three Cents damages & Costs of Suit taxed at $12.79. and thereof &c

Ex. issued Sept. 15. 1797.

Moore vs Cook May. 337. 1797.

Samuel Moore of Suffield in the County of Hartford in the State of Connecticut Yeoman Pltff vs. Moses Cook of Lenox in the County of Berkshire Gentn defendant in a plea of the Case as by the plaintiffs Writ and dulication on file. This Case was entered at the last term of this Court and continued to this term — and now at this term neither of the parties appear and the Case is dismissed — — — — — —

Clark vs Clark May 338. 1797

Jabez Clark of Hartland in the County of Hartford and State of Connecticut Yeoman plaintiff vs. Azel Clark of Addison in the County of Addison in the State of Vermont Yeoman defendant — in a plea of Trespass on the case for that whereas Azel at Hartland to wit at said Northampton on the twenty fifth day of June in the year of our Lord seventeen hundred and ninety five by his note in writing under his hand of that date for Value received promised the said Jabez to pay him the sum of Two hundred pounds lawful money which is equal to Six hundred and sixty six dollars and Sixty Seven Cents by the first day of March then next and now past — also for that the said Azel afterwards at Hartland aforesaid to wit at said Northampton on the twenty fifth day of June in the Year of our Lord Seventeen hundred and ninety five the said Azel offered to sell said Jabez the following described piece of land lying in Granville in the County of Hampshire, beginning at a Chesnut Stadle at the road thence running West and to a Stake and Stones to a Line called Samuel Steters Line then running on the Spellmans Land till it comes to Richard Dickinsons land then running to Edmunds Barlows land to a Corner South on Bildad Gibbons lands to Waters land then running round Waters land till it comes to the first mentioned Corner. and in Consideration that the said Jabez at the special instance and request of said Azel would buy of him said Azel said Land at and for a large price to wit for the price or sum of Six hundred and Sixty Six dollars and Sixty Seven Cents to be then and there paid to the said Azel by said Jabez he the said Azel undertook and to the said Jabez his faithfully promised said Jabez by a memorandum in writing under his hand that he would well and truly execute a deed of said described Land to said Jabez by the first day of March then next and now past. The said Jabez confiding in the promise and undertaking of said Azel so by him made as aforesaid afterwards to wit on the same day last aforesaid paid the said Azel the said sum of Six hundred and Sixty six dollars and Sixty Seven Cents he the said Azel in consideration of the premises then and there undertook and promised said Jabez that if he did not execute a deed of the land aforesaid by the time aforesaid he would well and truly content and pay the said Jabez said sum of Six hundred and Sixty Six dollars and Sixty Seven Cents by the first day of March aforesaid together with the Interest and the said Jabez avers that he has not executed a deed agreable to his said promise. also for that the said Azel afterwards at said Northampton on the last day of January last past was justly indebted to the said Jabez in the other sum of Six hundred and Sixty six

dollars and sixty seven cents for the like sum of Money by the said Jabez there before that time at the special instance and request of said Azel and to the use of the said Azel, paid laid out and expended, and being so indebted in consideration thereof undertook and then and there faithfully promised said Jabez to pay him the same sum of Six hundred and Sixty six dollars and Sixty seven cents on demand with Interest — also for that the said Azel afterwards at said Northampton to wit on the day of the purchase of this Writ was justly indebted to said Jabez in an other sum of Sixhundred and Sixty six dollars and sixty seven cents for the like sum of money there before time by the said Azel had and received to the use of the said Jabez and being so indebted in consideration thereof he the said Azel undertook and then and there faithfully promised said Jabez to pay him the same sum last mentioned on demand with Interest — Yet the often thereto requested hath not performed either of his said promises but unjustly neglects and refuses to doit perform them or either of them to the damage of the said Jabez One thousand Dollars.

This Case was commenced at the last term of this Court and continued to this term — And now the Deft. by Jos. Lyman Esq his Attorney comes into Court and defends the Force and Injury when &c and for plea says he never promised in manner and form as the plaintiff in his declaration against him has alledged and thereof puts himself on the Country — And the said Jabez (by John Phelps Esq. his Attorney) reserving Liberty to waive this demurrer on an appeal and join the issue tendered says the plea aforesaid and the Matters therein contained are not sufficient in Law to answer to the pltffs declaration and that he is not bound by the law of the Land to answer thereto, wherefore for want of a sufficient plea the plaintiff prays Judgment and Judgment for his Costs —

and the Deft consenting to said reservation says the plea is sufficient. All which being seen and understood by the Court it appears to the Court that the plea of the said Azel by him pleaded is a full and sufficient answer to the declaration of the said Jabez — And that the said Jabez by his plea aforesaid ought to recover nothing — Wherefore it is considered by the Court that the said Jabez by his plea aforesaid do recover nothing but that for his groundless claim he be in mercy &c. and it is further considered by the Court that the said Azel recover against the said Jabez his Costs taxed at —

Whereupon the said Jabez by his said Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for said County of Hampshire on the fourth Tuesday of September instant and recognizes with sureties for his prosecuting the same appeal with effect. — —

Willcox vs Dunham — May 242. 1797.

Samuel Dod Willcox of Granville in the County of Hampshire Trader plaintiff, vs. David Dunham of the same Granville Yeoman Deft. in a plea of the Case for that the said David at said Granville on the first day of December last past by his note in writing under his hand of that date for Value received promised said Samuel to pay him or order the sum of Sixty five dollars by the first day of March then next with Interest — Yet the said David the often thereto requested hath

never performed his promise aforesaid but neglects and refuses to do it — To the damage of the said Samuel One hundred Dollars —
This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by his Attorney appears and the Defd. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said David Sixty five dollars thirteen Cents damages and Costs of Suit taxed at $12.99 and thereof &c

Ex.d Sept.r 15. 1797.

Robinson v. Cannon &c. May 3d. 1797

David Robinson of Goanville in the County of Hampshire Gent. plff v. William Thompson Cannon of Blanford Yeoman and Abel Tillotson of Goanville Yeoman both in the County of Hampshire Defts. in a plea of the Case for that the said William T. Cannon and Abel Tillotson at said Goanville on the twenty seventh day of June in the Year of our Lord one thousand seven hundred and ninety five by their Note in writing under their hands jointly and severally for Value received promised said David to pay him or order the sum of Nineteen pounds two shillings and seven pence which is equal to Sixty three dollars and seventy seven Cents in nine months from the date of said Note with Interest till paid yet said ~~Abel & Cannon~~ neither of them the often requested however performed said promise but neglect so to do — to the damage of the said David Robinson One hundred Dollars —
This Case was commenced at the last Term of this Court and continued to this term — and now at this term the plaintiff by his Attorney appears and the defendts. the three times publickly called to come into Court make default of their appearance here — Whereupon it is considered by the Court that the said David recover against the said William & Abel the sum of Seventy two dollars Eleven Cents damages and Costs of Suit taxed at $14.38 and thereof &c.

Ex.d Sept.r 15. 1797.

Hayze v. Strickland &c. May 3d. 1797

Rufus Hayze of Granby in the County of Hartford and State of Connecticut Sadler plaintiff v. Daniel Strickland of Sandisfield in the County of Berkshire Yeoman Deft. in a plea of trespass on the Case for that the said Daniel at Sandisfield to wit at said Northampton on the Seventeenth day of August in the Year of our Lord seventeen hundred and ninety six by his note in writing under his hand of that date for Value received promised the said Rufus to pay him or order the sum of fifteen dollars worth of White pine Lumber, one third in Shingles, one third in merchantable ceiling boards and one third in Barn boards at the market price and deliver the same at the house of John Aldermans in London in London by the first day of February then next and now past with Interest till paid if not paid by the time — And said Rufus avers that he was ever ready to receive said Lumber agreable to the tenor of said Note. Yet said Daniel the often thereto requested hath not performed his promise aforesaid but neglects and refuses to do it —

To the damage of the said Rufus Forty Dollars —
This case was entered at the last term of this Court and continued to this Term — and now the plaintiff by his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Rufus recover against the said Daniel Fifteen dollars ninety six Cents damages and Costs of Suit taxed at $13-61 and thereof &c —

Exd. signed Sept. 15. 1797.

Phelps vs Woolworth May 346. 1797

John Phelps of Granville in the County of Hampshire Gent. pltff. vs Phineas Woolworth of the same Granville Yeoman Deft. in a plea of trespass on the case for that the said Phineas at said Granville on the third day of September last past by his Note in writing under his hand of that date for Value received promised the said John to pay him or order the Sum of forty dollars on demand with Int. Yet the said Phineas the often thereto requested hath not performed his said promise but neglects it — to the damage of the said John Seventy Dollars. — — — —

This Case was entered in this Court at the last term and continued to this term and now the plaintiff appears and the defend. the three times publickly called to come into Court makes default of his appearance here — Whereon it is considered by the Court that the said John recover against the said Phineas Forty two dollars and forty Cents damages and Costs of Suit taxed at $14-55 and thereof &c.

Exd. signed Sept. 15. 1797

Loomis &c. vs Granger &c. May 347. 1797

Luther Loomis Gentleman and Thomas Archer Jun. Yeoman both of Suffield in the County of Hartford and State of Connecticut plaintiffs vs John Granger and John Morse Junr. both of Washington in the County of Berkshire Yeoman defendts. in a plea of the Case for that the said Granger and Morse at Northampton aforesaid on the fourteenth day of October in the year of our Lord seventeen hundred and Ninety four by their note of that date promised the pltffs. jointly and severally to pay them the Sum of Nine pounds six shillings and nine pence lawful money equal to Thirty one Dollars twelve and an half Cents in twelve months from the date running date last aforesaid and Interest till paid — Yet the often requested the said Granger and Morse have not performed their promise aforesaid nor hath either of them but neglect it to the damage of the said Luther and Thomas Sixty dollars. —

This Case was entered in this Court at the last term and continued to this term — and now the plaintiffs appears by their Attorney and the Defendants the three times publickly called to come into Court make default of their appearance here — Whereon it is considered by the Court that the said Luther and Thomas recover against the said Granger & Morse thirty six dollars fifty one Cents damages and Costs of Suit taxed at $12-47 and thereof &c.

Exd. sign. Sept. 15. 1797.

King &c. vs White May 348. 1797

David King and Ebenezer King Junr. both of Suffield in the County of Hartford and State of Connecticut Yeomen vs Aaron White of Northampton in the County of Hampshire Yeoman Deft. in a plea of the Case for that the said Aaron at Suffield to wit at Northampton aforesaid on the

twelfth day of April in the Year of our Lord Seventeen hundred & Ninety six by their Note of hand of that date for Value received promised the Pltffs by Stile of David and Ebenezer King Jun.r to pay them Fifteen pounds thirteen shillings and eight pence L money equal to fifty two dollars seventy seven Cents and eight mills with Interest, meaning that he would pay said Sum on demand — Yet the often requested the said Aaron hath never performed his said promise but neglects it to the damage of the said David and Ebenezer Jun.r One hundred Dollars. —

This Case was commenced at the last term of this Court and continued to this term and now at this term the plaintiffs by John Ingersoll their Attorney appear and the Defendant tho three times publickly called to come into Court makes default of his appearance here whereupon it is considered by the Court that the said David and Ebenezer Jun.r recover against the said Aaron Fifty six dollars and seventy one Cents damages and Costs of Suit taxed at $11. 4. and thereof &c. —

Ex.n issued Sept.r 22. 1797.

Russell v Coney May 1349/1797

Spencer Russell of Hawley in the County of Hampshire Pltff v. John Coney of the same Hawley Yeoman defend.t in a plea of the Case for that the said John at Hawley aforesaid on the twenty fourth day of September in the year of our Lord seventeen hundred and ninety six by his note of the same date under his hand for Value received promised the said Spencer to pay to him or order the sum of Ten pounds equal to Thirty three dollars and thirty three Cents the lawful Money of the Commonwealth of Massachusetts within three Months from the date. Yet the said John tho often thereto requested hath not paid the Contents of said Note but neglects it to the damage of the said Spencer Thirty Six Dollars.

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Wm Billings Esq. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Spencer recover against the said John Thirty five dollars twenty five Cents damages and Costs of Court taxed at $12. 88 and thereof &c.

Ex.n issued Sept.r 18. 1797.

Hobart Ex.rs v Bigelow & al. May 351. 1797

William Billings of Conway in the County of Hampshire Esq Executor of the last Will and Testament of Israel Hobart Esq late of said Conway deceased Pltff v Jonathan Bigelow and John Bigelow Yeomen both of the same Conway defend.ts in a plea of the case for that the s.d Jonathan and John on the twenty eighth day of June in the Year of our Lord Seventeen hundred and Ninety six by their Notes under their hands of the same date for Value received promised the said Israel then living to pay to him or order the Sum of Sixty dollars on or before the first day of January then next with Interest meaning the lawful Interest of said Sum till paid — Yet the said Jonathan and John the often requested never paid the Contents of said Note to said Israel while living neither have the said Jonathan and John nor either of them paid the same Contents since the death of the said Israel but neglect to pay the same to the Damage of the said William in said capacity Seventy Dollars —

This Case was entered at the last Term of this Court and continued to this term and now the plaintiff appears and the Defendants tho three times publickly called to come into Court make default of their appearance here

Whereupon it is considered by the Court that the said William Billings in his said Capacity recover against the said Jonathan and John Sixty four dollars thirty five Cents damages and Costs of Suit taxed at $10.60 & thereof &c

Exd. issued Sept. 18. 1797.

Ephraim Marble of Phelps in the County of Ontario and State of New York Yeoman Plaintiff v. Oliver Fields of Conway in the County of Hampshire Yeoman Deft. in a plea of the Case for that whereas the said Oliver at said Conway on the sixth day of February in the Year of our Lord seventeen hundred and Ninety six by his promissory Note under his hand of the same date for Value received promised the said Ephraim to pay to him eight pounds eighteen shillings and eight pence which is equal to twenty nine dollars and seventy seven Cents the Lawful money of the Common wealth of Massachusetts on demand with interest till paid reckoning the Lawful Interest of s.d Sum from the date of said Note until paid. Yet the said Oliver the often requested hath not paid the Contents of said note but neglects it to the damage of the said Ephraim Thirty dollars —

Marble vs Fields — May 350. 1797.

This case was entered at the last term of this Court and continued to this Term — And now at this term the the plaintiff by W.m Billings Esq. his Attorney appears and the Defend.t the three times publickly called to come into Court makes default of his appearance &c — Whereupon it is considered by the Court that the said Ephraim recover against the said Oliver Seventeen dollars and forty seven Cents Damages and Costs of Suit taxed at $15.97 & thereof &c.

Exd. issued Sept. 18. 1797.

John Bond Junr. of Conway in the County of Hampshire Yeoman Pltff. v. Joseph Bodman Yeoman and Joseph Bodman Junr. Coal winer both of Williamsburg in the County of Hampshire Defts. in a plea of the Case for that the said Joseph Bodman and Joseph Bodman Junr. at Conway aforesaid on the twentieth day of February in the Year of our Lord seventeen hundred and ninety three by their Notes under their hands of that date for Value received jointly and severally promised one William Billings to pay to him or order fifty six pounds four shillings and seven pence equal in Value to one hundred eighty seven dollars forty three Cents lawful money Interest annually till paid — and the said William afterwards to wit on the seventh day of December in the Year of our Lord seventeen hundred and ninety six at said Conway by his indorsement in writing made in said Note & subscribed with his hand assigned over the said note to the said John then unpaid to be paid to the said John according to the tenor thereof for Value received of which the said Joseph Bodman and Joseph Bodman Junr. afterwards to wit the day and year and place last mentioned had notice and thereupon became chargeable and liable to pay to the said John the Contents of said Note according to the tenor and effect of the same and being so liable in consideration thereof promised the s.d John to pay him the same Contents accordingly on demand. Yet the s.d Joseph Bodman and Joseph Bodman Junr. the often requested have not paid the Contents of said Note but neglect it. To the damage of the said John One hundred and Seventy dollars —

Bond vs Bodman & al. May 352. 1797

This Case was entered in the Court at the last term thereof and continued to this Term and now the pltff by W.m Billing Esq. his Att. appears & the Defts. the three times publickly called to come into Court make default of their appearance here Whereupon it is considered by the Court the s.d John recover against the s.d Joseph and Joseph Junr. $127.50 damages and Costs of Suit taxed at $11.50 & thereof &c

Exd. issued Sept. 18. 1797.

E. & S. Smith
vs
Clark
May 353/1797

Ehilah Smith Trader and Windsor Smith Trader both of Hadley in the County of Hampshire pltffs. vs. Peter Clark of Conway in sd County Yeoman Defendt. in a plea of the Case for that the said Peter at Conway aforesaid on the fourth day of February in the Year of our Lord Seventeen hundred and ninety seven by his Note of the same date for Value received promised the said Ehilah and Windsor to pay them or order Seventeen pounds Seventeen shillings lawful money equal to fifty nine dollars & fifty Cents on demand with Int— meaning lawful interest for the same sum untill paide — Yet the said Peter the often requested hath not paid the Contents of the same Note but neglects it to the damage of the said Ehilah and Windsor Sixty five dollars——

This Case was commenced at the last term of this Court and continued to this term — and now the Pltffs. by Jon. E. Porter Esq. their atty. appear and the defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Ehilah & Windsor recover against the said Peter Sixty one dollars and fifty eight Cents damages & Costs of Suit taxed at $7-62 and thereof &c.

Exn. issued Septr. 18. 1797.

Allis
vs
Sheldon
May 354. 1797.

Joel Allis of Conway in the County of Hampshire Yeoman Pltff. vs. Robert Sheldon of the same Conway Yeoman Deft. in a plea of the Case for that the said Robert at Conway aforesaid on the seventh day of May in the Year of our Lord seventeen hundred and ninety six by his Note of the same date for Value received promised the said Joel to pay him or his order the sum of One hundred and sixteen dollars by the fifteenth day of November then next in Beef Cattle at the Market price with Interest till paid — Yet the said Robert the often requested hath not paid the Contents of said Note altho the said Joel has always been ready to receive the same according to the tenor of the same Note but hath refused and neglected and still doth refuse and neglect to pay it to the damage of the said Joel One hundred and thirty dollars——

This Case was commenced at the last term of this Court and continued to this term and now at this term the plaintiff by William Billings Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Joel recover against the said Robert One hundred twenty four dollars forty two Cents damages and Costs of Suit taxed at $10. 52 and thereof &c.——

Exn. issued Septr. 18. 1797.

Graves
vs
Clarke
May. 355. 1797.

Cotton Graves of Sunderland in the County of Hampshire Yeoman plaintiff vs. Peter Clarke of Conway in the same County Yeoman Deft. in a plea of the Case for that the said Peter at Sunderland aforesaid on the twenty second day of April in the Year of our Lord Seventeen hundred and ninety six by his Note under his hand of the same date for Value received promised the said Cotton to pay to him or his order One hundred Dollars on or before the first day of November then next with Interest — meaning lawful Interest of the said Sum untill paide — Yet the said Peter the often thereto requested hath never paid said Sum or fulfilled his promise aforesaid but neglects it to the damage of the said Cotton One hundred Dollars

This

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by William Billings Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Cotton recover against the said Peter the sum of Ninety seven dollars ninety ~~two~~ nine Cents and Costs of Suit taxed at $19-0 and Thereof &c.

Exc. issued Sept. 18. 1797.

Watkins vs Coit May 359. 1797

Rufell Watkins of Chester in the County of Hampshire Yeoman Pltff. v. Isaac Coit of Norwich in said County Yeoman otherwise called Isaac Coit of Chester in said County Yeoman Defendant in a plea of trespass on the Case for that whereas the said Isaac at said Chester on the eighteenth day of September last past by his Note in writing of that date by his proper hand subscribed for Value received promised the said Rufell to pay to him Thirty six dollars in good merchantable boards half pine and half Hemlock to be paid in six Months from the date of said note with Interest — Yet the said Isaac the after requested and the said time of payment is long since elapsed has not performed his promise but hitherto has and still does unjustly neglect and refuse to do it — to the damage of the said Rufell fifty Dollars —

This Case was commenced at the last term of this Court and continued to this term and now at this term the plaintiff by Eli P. Ashman Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Rufell recover against the said Isaac Thirty eight dollars fourteen Cents damages and Costs of Suit taxed at $11. 90. and Thereof &c. —

Exc. issued Sept. 16. 1797 —

Stoles vs Mitchell May 360. 1797

Joseph Stoles of Chester in the County of Hampshire Yeoman Pltff. v. Azariah Mitchel of Rufell in the same County Yeoman Defendant in a plea of trespass on the Case for that the said Azariah at Rufell on the fifteenth day of April in the Year of our Lord one thousand seven hundred and ninety two by his promissory Note of Hand of that date for Value received promised the said Joseph to pay him three pounds ten shillings lawful money equal to eleven dollars and sixty seven Cents on demand with Interest — Yet the said Azariah the after requested has not performed his promise aforesaid but neglects it — to the damage of the said Joseph Thirty dollars —

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by Eli P. Ashman Gent. his Att'y. appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Joseph recover against the said Azariah fifteen dollars and sixty three Cents damages and Costs of Suit taxed at $11-31 and Thereof &c.

Exc. issued Sept. 16th 1797. —

Shepherd vs M'Kean May 361 1797.

Jonathan Shepherd Junr. of Blandford in the County of Hampshire Yeoman pltff. v. James M'Kean of Rufell in the same County Yeoman Deft. in a plea of Trespass on the Case for that whereas the said James at Westfield in said County on the twenty sixth day of March in the Year of our Lord one thousand seven hundred and ninety seven by his

his promissory Note of Hand of that date for Value received promised one Solomon Shepherd Junr to pay him or order the sum of Forty dollars by the first day of March then next and now past and the said Solon on there afterwards on the same day the same Contents being then wholly due and unsatisfied by his indorsement on the same Note with his proper hands being thereto subscribed for Value received directed the Contents aforesaid of the Note aforesaid to be paid to the said Jonathan whereof the said James there immediately afterwards to wit the same day had due Notice, by reason of which premises the said James became liable to pay the Contents aforesaid of the Note aforesaid to the plaintiff - and being so liable assumed on himself and then and there faithfully promised the said Jonathan to pay him the Contents of said Note according to the tenor and effect thereof and the indorsement thereon Yet the said James the often thereto requested hath never performed his said promise but hitherto hath and still doth unjustly neglect and refuse to do it To the damage of the said Jonathan fifty Dollars —

This Case was entered at the last term of this Court and continued to this term - And now the plaintiff by Eli P. Ashman his Attorney appears & the defendant the three times publickly called to come into Court - makes default of his appearance here Whereupon it is considered by the Court that the said Jonathan recover against the said James Forty three dollars and fifty Cents damages and Costs of Suit taxed at $11-27 and thereof &c —

Exd. issued Septr. 16. 1797.

Taggart vs Mather et al. May 263. 1797

Benjamin Taggart of Blanford in the County of Hampshire Yeoman Pltff vs Thomas Mather Yeoman and Russell Watkins Tanner both of Chester in said County of Hampshire defendts in a plea of trespass on the Case for that whereas the said Thomas and Russell at Blanford aforesaid on the twenty second day of October last past by their Note of that date by their proper hands subscribed for Value received promised the said Benjamin to pay him the sum of Twelve pounds eleven shillings and three pence lawful to forty one dollars eighty seven Cents and five Mills within Sixty days from the date meaning the date of said Note - Yet the said Thomas and Russell the often thereto requested have not nor both either of them ever performed their said promise but unjustly neglect and refuse to do it to the damage of the said Benjamin Taggart Seventy Dollars —

This Case was entered at the last term of this Court and continued to this Term - And now the plaintiff by Eli P. Ashman Esqr his Attorney appears and the defendants the three times publickly called to come into Court make default of their appearance here. Whereupon it is considered by the Court that the said Benjamin recover against the said Thomas and Russell Forty three dollars and fifteen Cents damages and Costs of Suit taxed at $11-65 and therefor &c.

Exd. issued Septr. 16. 1797.

Norcross vs Fuller May 367. 1797.

William Norcross of Monson in the County of Hampshire Trader plaintiff vs Abraham Fuller Junr. of the same Monson Gentn Deft. in a plea of the Case &c as by the pltffs Writ and declaration on file - this Case was commenced at the last term of this Court and continued to this term - And now at this term neither of the parties appear whereupon the Case is dismissed ——— ———

Norcross vs Chapin May 369 1797

William Norcross of Monson in the County of Hampshire Trader Pltff vs Luther Chapin of Palmer in said County Husbandman otherwise called Luther Chapin of Belcher town in said County Husbandman Deft. in a plea of the Case for that whereas the said Luther at said Monson on the fifth day of April instant by his

pro—

promissory Note of hand by him subscribed of that date for value received promised the said William to pay him or order the sum of fourteen dollars and fifty cents on demand with Interest till paid – Yet the said Luther the often requested hath not paid the Contents of said Note but neglects it. to the damage of the said William Forty dollars—
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Abner Morgan Esq. his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said William recover against the said Luther fourteen dollars and eighty seven Cents damages and Costs of Suit taxed at $ 11-93 & thereof &c ——

Exd. if need Sept. 21. 1797.

William Norcross of Monson in the County of Hampshire Trader pltff – v. Joseph Sherman of the same Monson Gentl. alias Husbandman Defendant – in a plea of the Case &c as by the Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term – and now neither of the said Parties appears and thereupon this Case is dismissed – Norcross vs Sherman

Alfred Lyon of Holland in the County of Hampshire Esq. Plaintiff v. Calvin Eaton of Greenwich in the same County Yeoman Deft. in a plea of trespass on the Case for that whereas the said Calvin at Ashford to wit at Northampton aforesaid on the thirteenth day of April in the year of our Lord One thousand seven hundred and ninety six by his promissory Note of hand by him subscribed of that date for value received promised one Eli Randall to pay him or his order the sum of Seventeen pounds one shilling lawful money equal to fifty six dollars and Eighty three Cents on demand with Interest till paid – and the said Eli Randall there afterwards on the same day by his indorsement on said Note for value received ordered the Contents of the same Note then unpaid to be paid to the plaintiff whereof the said Calvin had due Notice thereof and is become liable to pay said Contents to the plaintiff on demand and then and there in consideration thereof promised the pltff to pay him the same Contents accordingly – Yet the said Calvin the often requested hath not paid said Contents of said Note but neglects it to the damage of the said Alfred the sum of One hundred Dollars —
This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Abner Morgan Esq. his Atty appears and the defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Alfred recover against the said Calvin Sixty One dollars and Sixty Seven Cents damages & Costs of Suit taxed at $ 12-67 and thereof &c.

Exd. if need Sept. 21. 1797

Lyon vs Eaton — May 1374/1797

Cyrus Dodge of Belchertown in the County of Hampshire Yeoman plaintiff v. Moses Wright Yeoman and Solomon Anderson Yeoman both of Deerfield in the same County Defendts in a plea of the Case for that said Moses and Solomon at said Belchertown on the twenty seventh day of February last past by their Note for value received promised the said Cyrus to pay him or his order Thirty five dollars by the fifteenth day of June then next with lawful Interest for the same until paid and the said Cyrus saith that the same Note

Dodge vs Wright et al — May 375. 1797

was never transferred yet the said Moses and Solomon the often requested have never paid the same or any part thereof but neglect it to the damage of the said Lyons Fifty Dollars—
This Case was entered the last term of this Court and continued to this Term— and now the plaintiff by Simeon Strong Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Lyons recover against the said Moses and Solomon Thirty eight dollars and four cents damage and Costs of Suit taxed at $ D- 81. and thereof &c.

Ex.r issued Sept.r 16 1797.

Otis & al. vs Bryant— May 8th 1797

William Otis Trader and Philander Fobes Trader both of Cummington in the County of Hampshire pltff.s v. Jehabod Bryant of Amherst in the same County Gentleman defendant— in a plea of the Case for that the said Jehabod at Cummington aforesaid on the thirty first day of October in the year of our Lord one thousand seven hundred and ninety five by his Note for Value received promised the said Otis and Philander to pay them or their order the sum of Forty dollars within Six Months from the date of the same Note with lawful Interest for the same until paid— And the said William and Philander say the same Note has never been assigned— yet the said Jehabod the often thereto requested has never paid the same or any part thereof but neglects is To the damages of the said Otis & Fobes Sixty Dollars—
This Case was entered at the last term of this Court and continued to this Term— and now the pltff.s by Simeon Strong Esq their Attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here— Whereupon it is considered by the Court that the said William and Philander do recover against the said Jehabod forty four dollars and forty Cents damages & Costs of Suit taxed at $ 10. 21 and thereof &c—

Ex.n issued Sept.r 16. 1797.—

Leonard vs Rendall May 30th. 1797

Jerusha Leonard of Sunderland in the County of Hampshire Widow plaintiff v. Samuel Rendall of New Salem in the County of Hampshire Yeoman defendant in a plea of Covenant broken wherein the said Jerusha complains and says that whereas by a certain Indenture made the first day of April in the year of our Lord one thousand seven hundred & ~~Eighty~~ Ninety four between the said Jerusha (by the Name of Jerusha Leonard of Sunderland in the County of Hampshire Widow) of the one part and the said Samuel (by the name of Samuel Rendall of New Salem in the same County Yeoman) of the other part, the one part of which Indenture sealed with the Seal of the said Samuel and signed with his Hand the said Jerusha will produce in Court the date whereof is the same day and year aforesaid the said Jerusha for and in consideration of the rents & Covenants in the same Indenture on the part of the said Samuel to be done and performed and paid, did demise lease and to farm let to him the said Samuel a certain farm or Lot of land in said New Salem with the privileges on the same being the same farm or lott of Land

Land which the said Samuel by his deed of Mortgage did mee grant and convey to the said Jerusha on the Conditions therein expressed and the said Jerusha has lately been put in possession of by Virtue of an Execution issued on a Judgment recovered on an action brought on said Mortgage deed and the premises were described and bounded as in and by the same deed and Execution may appear to have and to hold the said described premises to him the said Samuel Randall for the term of one Year from & after the twenty second day of March last past fully to be compleat rendering and paying therefor unto the said Jerusha the sum of Nine pounds in lawful Money (equal to Thirty dollars) at the end of the same Year — In the same Indenture however it was provided, that in Case the Samuel Randall redeem the premises and thereby discharge the same from the Mortgage aforesaid within the Year aforesaid then the rent thereof should be apportioned according to the time which should have elapsed from the beginning of the same Year untill the time of such redemption — In the same Indenture the said Samuel did covenant that he would pay the said rent in time and Manner as before expressed that he would use the premises in a prudent and husband like manner, that he would not commit or suffer any Strip or waste in the same — that he would leave the same in as good repair as they were in at the time of making said Indenture: and that at the end of said term he would leave the same in case they should not be redeemed — and would then give quiet and peaceable possession thereof to the said Jerusha ——

Also that whereas by another Indenture made the first day of April in the year of our Lord fourteen hundred and ninety seven between the said Jerusha (by the name of Jerusha Leonard of Sunderland in the County of Hampshire Widow) of the one part and the said Samuel (by the Name of Samuel Randall of New Salem in the same County Yeoman) of the other part, the one part of which Indenture under the hand and Seal of the said Samuel the said Jerusha will produce in Court the Date whereof is the same day and Year — The said Jerusha in consideration of the Rents and Covenants in the same Indenture on the part of the said Samuel to be paid done and performed did demise lease and to Farm let to the said Samuel a certain farm or lot of land in said New Salem with the buildings on the same being the same Farm or Lot of Land which the said Samuel by his Deed of mortgage did mee grant and convey to the said Jerusha and which the said Jerusha hath lately been put in possession of by Virtue of an Execution issued on a Judgment recovered in an action brought on said Mortgage and the premises are bounded and described as in by the same deed and Execution may appear. To have and to hold the said demised premises to him the said Samuel Randall for the term of two Years from and after the twenty second day of March then last past, fully to be complete, rendering therefor unto the said Jerusha the Sum of Eighteen pounds Lawful Money (equal to Sixty dollars) at the End of the said two Years; In the same Indenture, however it was provided that in case the said Samuel should redeem the premises and thereby discharge the same from the Mortgage aforesaid within the two Years aforesaid then the rent should be apportioned according to the time which should have elapsed from the beginning untill the time of such redemption — In the same Indenture the said Samuel did covenant that he would pay the rent in time and Manner as before expressed — that he would use the premises in a prudent and

that —

husbandlike manner: that he would neither commit nor suffer any strip or Waste on the same; — that he would leave the same in as good repair as they were in at the time of making the Indenture: And at the end of said term he would leave the same premises in case they should not be redeemed and would then give quiet and peaceable possession of the same to the said Jerusha. —

By virtue of which demise first mentioned the said Samuel immediately went into the possession of the premises therein described and and continued in the use and occupation thereof for and during the whole term of the same demise. And also by virtue of the second demise as aforesaid the said Samuel entered immediately into the possession of the premises thereby demised and in the actual use and possession of the premises did continue for and during the whole term therein expressed — and although the said Jerusha hath done performed and permitted every matter and thing on her part by virtue of the same Leases respectively to be done performed and permitted — yet the said Jerusha pretending that the said Samuel hath never done or performed any matter or thing according to the forenamed effect of the same Indentures or either of them on his part to be done and performed. in Fact says, that the said Samuel hath never paid the rent covenanted to be paid in the first or second Indenture or either of them or any part thereof the often thereto requested. and that the said Samuel hath never left the Premises and given quiet and peaceable possession thereof to the said Jerusha — although she was always there ready to receive the same; and although neither of the premises mentioned in the first or second Indenture were ever redeemed or discharged from said mortgage or mortgages respectively neither of them but that the said Samuel hath always holden the possession of all the premises and hath wholly refused & still doth refuse to leave or give to said Jerusha the possession of the same whereby she hath wholly lost the use and profit thereof. and so the said Samuel his Covenants hath broken and not kept the same to the damage of the said Jerusha five hundred dollars. —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Simion Strong Esq. her Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Jerusha do recover against the said Samuel One hundred twenty seven dollars sixty five Cents — damages and Costs of Suit taxed at $ 9.73 and thereof &c —

Exd. issued Sept. 16. 1797. —

Ritteridge vs Baker May. 38d. 1797.

William Ritteridge of Pittsfield in the County of Berkshire Physician Pltff. vs. Elisha Baker of Sunderland in the County of Hampshire Yeoman Defendt. in a plea that the said Elisha render to the said William &c as by the Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term — And now at this term the plaintiff and Defendant make default of their appearance here and thereupon this Case is dismissed —

Moody vs Warner et al. May (383) 1797.)

Jeremy Moody of Amherst in the County of Hampshire Pltff. vs. Jonathan Warner Yeoman and David Warner Yeoman both of Amherst aforesaid Defts. as by the Writ and declaration on file — this Case was entered at the last term of this Court and continued to this term and now at this term neither of the said parties appear and this Case is dismissed —

Ebenezer Briggs Junr. of Shutesbury in the County of Hampshire Yeoman Plaintiff v. Ezra Leonard of the same Shutesbury Yeoman defendant in a plea of the Case &c as by the Writ and declaration on file. This Case was commenced at the last term of this Court and continued to this Term and now at this term neither of the said parties appear & the Case is thereupon dismissed ——— ———

Briggs v. Leonard
May 385. 1797

Zebina Montague of Amherst in the County of Hampshire Esquire Plaintiff v. Jonathan Marsh of the same Amherst Yeoman defendant in a plea of the Case for that the said Jonathan at said Amherst on the twenty fourth day of April in the Year of our Lord one thousand seven hundred and ninety five by his note under his hand of that date for Value received promised said Zebina to pay him or his order three pounds ten shillings and three pence equal to Eleven dollars and Seventy one Cents on demand with lawful interest for the same untill paid - and the same note has never been assigned —
also for that said Jonathan at said Amherst on the twenty sixth day of April in the Year of our Lord one thousand seven hundred and ninety seven by his other Note under his hand for Value received promised said Zebina to pay him or his order thirty six dollars and twenty Cents on demand with lawful interest for the same untill paid - and the same Note has never been assigned - yet said Jonathan altho often requested hath not performed either of his said promises but neglects to do it To the damage of the said Zebina Sixty Dollars — ———
~~Whereupon it is considered by the Court that the said Zebina do~~
This Case was entered at the last term of this Court & continued to this term - and now the plaintiff by Simeon Strong Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Zebina do recover against the said Jonathan the Sum of ~~Eight~~ forty nine dollars and Seventy three Cents damages and Costs of Suit taxed at $8-40 and thereof &c.
Dam: 49.73. Costs 8-40.

Exn issued Sept. 16. 1797.

Montague v. Marsh
May 386. 1797

John Morton of Amherst in the County of Hampshire Yeoman Pltff v. Thomas Hulet of Belchertown in the County aforesaid Yeoman Deft in a plea of the Case &c. as by the Writ and declaration on file ——— This Case was entered at the last term of this Court and continued to this term and now neither of said parties and this Case is dismissed ———

Morton v. Hulet
May 387. 1797

Benjamin Kimball of Amherst in the County of Hampshire Yeoman Plaintiff v. Asa Dickinson of the same Amherst Yeoman Deft. in a plea of the Case &c as by the Writ and declaration on file This Case was commenced at the last term of this Court and continued to this Term and now at this term neither of the parties appear and this Case is thereupon dismissed ——— ———

Kimball v. Dickinson
May 388. 1797.

Levi Shepherd of Northampton in the County of Hampshire Merchant plaintiff v. Joel Warner of Chesterfield Joiner and Benjamin Healey of the same Chesterfield Gentleman - both in the same County of Hampshire Defendts in a plea of Trespass on the Case for that the said Joel and Benjamin at said Chesterfield in the eighteenth day of April in the Year of our Lord

Shepherd v. Healey & al.
May 390. 1797

Lord seventeen hundred and Ninety six by their Note in writing under their hands of that date for Value received promised to pay to one James Hamilton or order the Sum of Seven pounds lawful money equal to twenty three dollars and thirty three Cents with Interest till paid to be paid by the first day of October then next – And afterwards the same day at said Chesterfield the said James by his indorsement on the back of said Note by him subscribed for Value received ordered the Contents of said Note then wholly due and unpaid to be paid to the plaintiff of which the said Joel and Benjamin afterwards the same day at said Chesterfield had notice and thereby became liable and chargeable to pay the Contents of the same Note to the Pltff according to the tenor and effect of the same and the indorsement thereon And being so liable and chargeable in Consideration thereof promised the Pltff to pay him the same accordingly – Yet the said Joel and Benjamin the often requested have never neither of them paid the same but neglect it To the damage of the said Levi Sixty Dollars

This Case was entered at the last term of this Court and continued to this Term – And now the plaintiff by Benj Parsons his Attorney appears and the Deft. tho three times publickly called to come into Court make default of their appearance here – Whereupon it is considered by the Court that the said Levi recover against the said Benjamin and Joel the sum of twenty five dollars and thirty three Cents damages and Costs of Suit taxed at $8-76 and thereof &c.

Exn issued Sept. 20. 1797.

Hamilton vs Hamilton May 392. 1797

Samuel Hamilton of Chesterfield in the County of Hampshire Yeoman Pltff vs Joseph Hamilton of Chester in the County aforesaid Yeoman Deft in a plea of Trespass on the Case for that the said Joseph at said Chesterfield on the eighth day of January in the Year of our Lord One thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised to pay the s. Samuel twenty dollars (meaning on demand) with Interest till paid Yet the said Joseph the often requested hath never paid the Contents of said Note but unjustly neglected it to the damage of the said Samuel Sixty Dollars

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by B. Parsons Esq. his Attorney appears and the said Joseph the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Samuel recover against the said Joseph the sum of Twenty two dollars damages and Costs of Suit taxed at $7.79 and thereof &c

Exn issued Sept. 20. 1797.

Williams & Ward vs Reed – May. 393. 1797.

John Williams and John James both of Goshen in the County of Hampshire Traders Plaintiffs vs David Reed Jun. of Cummington in the County of Hampshire aforesaid Yeoman Defendt in a plea of the Case for that &c as by the Writ and declaration on file

This Case was commenced at the last term of this Court and continued to this Term – and now the said parties the three times publickly called to come into Court make default of their appearance here – and thereupon this case is dismissed

John James of Goshen in the County of Hampshire Yeoman Plaintiff v William Robins of Cummington in the County of Hampshire Yeoman Deft. in a plea of trespass on the Case for that the said William at s^d Goshen on the first day of April in the Year of our Lord Seventeen hundred and ninety three by his memorandum in writing under his hand of that date acknowledged that he then received of the plaintiff two Cows and two Calves to keep for his use four Years from the date hereof (meaning the date of s^d memorandum) which term of four years is now past and for the use of said Cows he promised to pay (meaning to deliver) the plaintiff or his order (meaning at the end of said four Years) two Cows and Calves which will make four Cows in all — the whole of said Cows are to be returned (meaning at the end of said four years to be delivered to the plaintiff) in good order and with Calves by their sides or near calving (meaning to also to deliver the plaintiff four Calves with said Cows) and be twixt the age of four and nine years old — and the plaintiff avers he hath ever been ready to receive said Cows and Calves according to the intent and meaning of the said writing yet the said William the offer requested hath never returned & delivered s^d Cows and Calves nor any of them to the plff. nor in any ways performed & fullfilled his said promise and undertaking as aforesaid but wrongfully by neglects and refuses so to do to the damage of the said John the Sum of One hundred and twenty dollars —

James v Robins May. 396. 1797.

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by Benj^a Parsons Gent^n his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said John James recover against the said William Robins Ninety three dollars and thirty two Cents damages and Costs of Suit taxed at $10-82 — and thereof &c.

Exd^ signed Septr 20. 1797 —

Robert Hamilton of Chesterfield in the County of Hampshire Yeoman Plaintiff v. Perez Graves of Williamsburg and Solomon Graves of Hatfield both in the County aforesaid Yeomen Deft^s in a plea of trespass on the Case &c as by the Writ and declaration on file —

Hamilton v Graves & Graves May. 398. 1797

This Case was commenced at the last term of this Court and continued to this Term — and now at this term neither of the said parties appear and this case is dismissed —

William Gove Junr. of Worthington in the County of Hampshire & Levi Shepherd of Northampton in the same County Traders, Plaintiffs v. Daniel Leonard of Norwich in the same County Yeoman Deft^r in a plea of the Case &c as by the Writ and declaration on file —

Gove & al. v Leonard May. 399. 1797.

This Case was commenced at the last term of this Court and continued to this term and now at this term neither of the parties appear and the Case is thereupon dismissed —

Shaddrach Clapp of East hampton in the County of Hampshire Yeoman Plff v. Thompson Maxwell of Chesterfield in the County aforesaid Gentleman defendant — in a plea of trespass on the Case for that the said ~~Robert~~ Thompson at said East hampton on the

Clapp v Maxwell May 400. 1797.

twenty ninth day of April in the Year of our Lord Seventeen hundred and ninety six by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the sum Forty eight dollars to be paid on or before the first day of September then next (which time is now past) with Interest Yet the said Thompson tho often requested hath neither paid the Contents of said Note but unjustly neglects it — to the Damage of the said Thaddeus Sixty Dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Benjamin Parsons Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Thaddeus recover against the said Thompson Fifty dollars Eighty nine Cents damages and Costs of Suit taxed at $7.40 and thereof &c

Exd. signed Sept. 20th 1797 —

Ludlow & al. vs. Bordish & al. May 4th 1797.

Peter Ludlow, George Codwise and George Codwise Junr. all of the City County and State of New York, Joint dealers in trade — Pltffs. vs. James Bradish of Cummington in the County of Hampshire Physician and Jonathan Perkins of Plainfield in the same County Traders ~~Defendts~~ and Joseph Cotton of said Cummington Distl — in a plea of trespass on the case for that the said James Joseph and Jonathan at New York to wit at said Northampton on the seventeenth day of July in the Year of our Lord seventeen hundred and ninety five were justly indebted to the Plaintiffs in the sum of Five hundred and Eighty five dollars & forty two Cents for divers goods there before that time sold and delivered at the special instance and request of the same James Joseph and Jonathan and being so indebted in consideration thereof the said James Joseph and Jonathan then and there at Northampton aforesaid assumed on themselves and to the Pltffs then and there faithfully promised to pay them the same sum ~~on demand~~ within six months (which time is now past) with Interest after three months.

Also for that the said James Joseph and Jonathan at New York to wit at said Northampton on the same seventeenth day of July in consideration that the plaintiffs had there at New York before that time sold delivered the the said James Joseph and Jonathan divers other goods Wares and Merchandizes at the their special instance and request of the said James Joseph and Jonathan assumed on themselves and to the Pltffs there at said Northampton faithfully promised to pay them so much money with the Interest as the said goods wares and Merchandizes at the time and place of Delivery thereof were reasonably worth whenever thereto afterwards they should be requested — and the plaintiffs that the same Goods at the time of the place and delivery thereof a further Sum of five hundred and Eighty five Dollars and forty two Cents — of which the said James Joseph and Jonathan afterwards to wit the same day at said Northampton had notice — Yet the sd. James Joseph and Jonathan altho often requested have not nor both either of them ever performed either of their said promises but unjustly neglect it — To the damage of the said Peter, George and George Junr. the Sum of Seven hundred Dollars —

This Case was entered at the last term of this Court and continued to this Term — And now at this term the plaintiffs by Benjamin Parsons Gentleman their Attorney appear and the Defendts — the three times called to come into Court make default of their appearance here

Whereupon it is considered by the Court that the said Peter Ludlow George Codrine and George Codrine Junr. recover against the said James Pepple and Jonathan Stakmaid Sixty one dollars thirty three Cents dam-
ages and Costs of Suit taxed at $13.35 and thereof &c ——— Ludlow & others vs Bradish & others May 401 1797.

Exd. Sent Sept. 20. 1797.

Bofson Whitney of Cornondoyne in the County of Ontario and State of New York Yeoman plaintiff vs. Aaron Pettony of Goshen in the County of Hampshire Yeoman defendant in a plea of trespass on the Case for that the said Aaron at said Goshen on the first day of May in the Year of our Lord seventeen hundred and Ninety five by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him the sum of Six pounds eighteen shillings (which is equal to twenty one dollars and thirty three Cents) to be paid in February ninety seven (meaning the month of February seventeen hundred and ninety seven. which is now past, meaning also to pay Interest for the same) Yet the said Aaron tho often requested hath never paid the same but unjustly neglects it — To the damage of the said Bofson Forty dollars. — — Whitney vs Pettony. May 403. 1797.

This Case was entered at the last term of this Court and continued to this term & now at this term the said Aaron by S. Hinckley his Attorney comes &c and for plea says he never promised in manner and form as the Plaintiff in his declaration hath alledged against him and thereof puts himself on the country. And the Plaintiff by B. Parsons his attorney comes and owning Liberty to plead anew at the supreme Judicial Court says the plea aforesaid of the plea defendant is an insufficient answer — and thereof prays Judgment and the defendant consenting to said infuration likewise ——

All which being seen and understood by the Court it appears to the Court that the plea of the said Aaron by him above pleaded is a full and sufficient Answer to the Plaintiffs declaration — and that the said Bofson by his plea aforesaid ought to recover nothing — wherefore it is considered by the Court that the said Bofson by his plea aforesaid do recover nothing but that for his groundless Claim he be in Mercy &c. and it is further considered by the Court that the said Aaron recover against the said Bofson his Costs taxed at $8-76 — and thereof &c ——

Whereupon the said Bofson by his said Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September current and recognizes with surties for his prosecuting the same appeal with effect. ——

Ebenezer Parsons of Goshen in the County of Hampshire Gentleman plaintiff vs. Ephraim Certis of Dalton in the County of Berkshire Yeoman Defendt. in a plea of the Case &c as by the pltf. Writ and declaration on file — This Case was entered in this Court at the last term and continued to this term and now at this term the Parties the three times publickly called to come into Court come non suit & default & this Case is dismissed — Parsons vs Certis May 404. 1797.

Joseph S. Bailey — Solomon Russell, Jonathan Pierce Joseph Bailey, Benjamin Healey and Ebenezer Orcutt all of Chesterfield in the County of Hampshire Joint Dealers in trade plaintiffs vs Ebenezer Payne of Westhampton in the same County Yeoman Deft. in a plea of trespass on the Case for that the said Ebenezer at said Chesterfield on the fourteenth day of February last past was justly indebted to the plaintiff in the sum of Bailey & others vs Paine May 405. 1797

Twenty three dollars - - -

To the damage of the said James Ludlow Seventy Dollars ——
This Case was entered in this Court at the last term and continued to this term and now the plaintiff by B. Parsons Gent. his attorney appears and the Defend. the three times publickly called to come into Court makes default of his appearance here whereupon it is considered by the Court that the said Peter recover against the said Adrian Fifty six dollars and twenty three Cents damages and Costs of Suit taxed at $16-19 and thereof &c

Ex. signed Sept. 20. 1797. —

Amory vs Scott — May Ill-1797

Francis Amory of Boston in the County of Suffolk Merchant Plaintiff vs Benjamin Scott of Blanford in the County of Hampshire Gentleman Deft. in a plea of trespass on the Case for that the said Scott at Blanford aforesaid on the twenty first day of December in the Year of our Lord Seventeen hundred and ninety six by his Note in writing under his hand of that date for Value received promised one John Gibbs to pay him or order One hundred and fifty dollars by by the first day of January one thousand seven hundred and ninety seven (meaning the first day of January now last past) with Interest after six months from the date of said Note — and afterwards to wit on the first day of May last past at Northampton the said John by his indorsement on the back of said Note with his proper hand subscribed assigned the said Note to the plaintiff and ordered the Contents thereof then due to be paid to him — of all which the said Scott there instantly afterwards had notice and so became liable and chargeable to pay the Contents aforesaid of the Note aforesaid unto the said Francis and being so liable and chargeable he the said Scott then and there in consideration thereof undertook and promised the Pltff to pay him the Contents aforesaid of the note aforesaid according to the Tenor thereof And the plaintiff says the time of payment has long since elapsed Yet the said Scott the often thereto requested hath never performed his promise aforesaid but unjustly neglects and refuses to do it — To the damage of the said Francis three hundred Dollars ——
This Case was entered at the last term of this Court and continued to this term — and now at this term the Plaintiff by B. Parsons Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Francis do recover against the said Benjamin One hundred and twenty nine dollars forty six Cents damages and Costs of Suit taxed at $12-79 and thereof &c —

Ex. signed Sept. 20th 1797.

Howard vs Smith — May Ill. 1797.

Silas Howard of Greenwich in the County of Hampshire Yeoman Pltff vs George Smith of Barre in the County of Worcester Yeoman Deft in a plea of the Case for that the said George at Greenwich viz at Northampton aforesaid on the fourth day of December in the Year of our Lord one thousand seven hundred and ninety five by his promissory Note of that date by him subscribed for Value received promised the plaintiff to pay him eight pounds sixteen shillings on demand with Interest till paid equal to twenty nine dollars and thirty three Cents — also for that the said George Smith there after at Petersham to wit at Northampton aforesaid on the thirtieth day of March in the Year of our Lord Seventeen hundred and ninety seven by his other promissory Note of hand by him subscribed for Value received promised one Moses Gray the second to pay him or his order eleven shillings and three pence equal to one dollar and eighty four Cents on demand with Interest and there afterwards on the same day last mentioned the said Moses Gray by his indorsement in writing from under his

Hand on the same Note for Value received ordered the Contents thereof then due and unpaid to be paid to the plaintiff according to the tenor thereof of all which the said George then instantly afterwards had due notice and so by Law became chargeable and liable in Law to pay the same and then and there in consideration thereof promised the plaintiff to pay him the Contents of the same Note according to the tenor thereof — Also for that he said George Smith afterwards at Peterham to wit at Northampton aforesaid on the twenty second day of April last past by one other promissory Note of hand in writing of that date by him subscribed for Value received promised the plaintiff to pay him the sum of three dollars on demand with interest yet the said George Smith the offer by the Defendants requested hath never performed either of his said promises but neglects and refuses to do it to the damage of the said Silas Sixty dollars This Case was entered at the last term of this Court and continued to this Term and now at this term the plaintiff by James Fiske Esq. his Attorney for that purpose specially made, appears. and the Defendt. the three times publickly called to come into Court makes default of his appearance here whereupon it is considered by the Court that the said Silas recover against the said George Smith the sum of Thirty seven dollars and forty eight Cents damages and Costs of Suit taxed at $ 9-90 and thereof &c.

Exd Signed Septr 21. 1797

Smith vs Powers — May 4 16. 1797

Jonathan Smith of Conway in the County of Hampshire, Blacksmith plff vs. Luke Powers of New Salem in the same County Carpenter Defendant in a plea of the Case for that whereas the said Luke at Conway aforesaid on the eleventh day of November in the Year of our Lord Seventeen hundred and Ninety four by his Note in writing by him subscribed of that date for Value received promised the said Jonathan to pay him or order Thirteen pounds six shillings L.M. (meaning Lawful money) equal to forty four dollars thirty three Cents and one third of a Cent of federal Currency in Cattle or Grain at the Market price at or before two Years from the date (meaning at before the expiration of two Years from the date of said Note.) delivered at his Mill in Conway (meaning that the said property should be delivered at the Corn Mill of the said Jonathan in Conway aforesaid at the time aforesaid) with the Lawful Interest for the same from the date of said note till paid.) and the said Jonathan saith he has always ready to receive said Contents agreable to the Tenor of said Note - Yet the said Luke the offer requested has never paid the Contents of said Note to the plaintiff or ever fulfilled his promise aforesaid but he neglects to do it To the damage of the said Jonathan Sixty Dollars.
This Case was entered at the last term of this Court and continued to this term and now the pltff by Saml Field Genl his Attorney appears and the Defendant the three times publickly called to come into Court makes Default of his appearance here — Whereupon it is considered by the Court that the said Jonathan recover against the said Luke Fifty One dollars and eighty Cents damages and Costs of Suit taxed at $10.47 and thereof &c

Exd Signed Septr 30. 1797.

Leonard vs R. & C. Sheldon — May 4 17. 1797

Roger Leonard of Conway in the County of Hampshire, Yeoman plaintiff vs Robert Sheldon Trader and Caleb Sheldon Yeoman both of Conway aforesaid Defts in a plea &c as by Writ and declaration on file. This action was commenced at the last term of this Court and continued to this term and now neither party appears & this Case is discontinued —

David Horton of Brattleborough in the County of Windham and State of Vermont Yeoman Plaintiff v. Joseph Parsons of Ashfield in the County of Hampshire Yeoman Defendt. in a plea of the Case for that whereas the said Joseph at Conway aforesaid on the eleventh day of November in the Year of our Lord one thousand seven hundred and ninety five by his Note in writing under his hand for Value received promised the said David to pay him or order Seventeen dollars and fifty Cents - to be paid the first day of January then next with Interest till paid Yet the said Joseph the often requested hath never paid the Contents of sd Note or any part thereof but wholly neglects and refuses to do it — — To the damage of the said David Forty Dollars. — — —

Horton vs Parsons May 4th. 1797.

This Case was commenced at the last Term of this Court and continued to this Term and now the Plaintiff by Samel. Field Gent. his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said David recover against the said Joseph Nineteen dollars forty one Cents damages and Costs of Suit taxed at £ 14. 14 — — After all which the said Joseph by his Attorney — Strong Gent. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of ~~February~~ September instant & recognizes with Surties for his prosecuting the same appeal with effect — — —

Alpheus Morgan of Northfield in the County of Hampshire, Husbandman Plff. v. Ebedeiah Allis of Montague in the same County Yeoman Deft. in a plea of the case for that the said Allis at said Montague on the sixth day of February last past by his Note under his Hand of that date for Value received promised one Amasa Taylor to pay him or order Nineteen dollars and forty four Cents on demand with Interest and the said Taylor three afterwards on the same day by his indorsement on the same Note under his hand ordered the Contents thereof then due and unpaid to be paid to the plaintiff for Value received of all which the said Allis then and there had Notice and thereupon become chargable and accordingly then and there in Consideration thereof promised the Pltff to pay him the same according to the tenor of said Note - Yet sd Allis the often requested the same Sum and Interest has not paid but wrongfully detains it to the damage of the said Alpheus Forty Dollars. — —

Morgan vs Allis May 4th. 1797

This Case was entered at the last term of this Court and continued to this term - And now the plaintiff by John Barrett Gent. his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Alpheus recover against the said Ebedeiah the Sum of Twenty dollars and Eleven Cents damages and Costs of Suit taxed at £ 11- 8 and thereof &c.

Exd. Jonad Sept. 10. 1797. —

Elisha Huntly of Marlow in the County of Cheshire and State of New Hampshire Yeoman Pltff. v. Josiah Proctor of Chester in the County of Hampshire Yeoman Deft. in a plea of debt for that the said Elisha Huntly at a place called Charlestown viz at Northampton aforesaid by the Consideration of the Justices of the inferior Court of Common pleas holden at Charlestown within and for the County of Cheshire aforesaid

Huntly vs Proctor May 4th. 1797.

on the fourth Tuesday of September in the Year of our Lord Seventeen hundred and Ninety two and by Law enabled thereto he sued out Judgment against the said Josiah Proctor by the name and addition of Josiah Proctor of Worthington in the County (meaning of Berkshire) aforesaid Yeoman for the sum of Nine pounds damages and two pounds four shillings Costs of Suit by him the said Elisha about his suit in that behalf expended - as by the records of said Court, Copy whereof is here in Court to be produced manifestly appears - which Judgment is still in force and in no part satisfied or reversed - Whereupon action hath accrued to the said Elisha to have and demand of the said Proctor the same sum equal to Thirty seven dollars thirty three Cents and a half together with shilling one equal to seventeen Cents for an execution issued on said Judgment and returned in no part satisfied - Yet the said Proctor the often requested hath not paid said sum but detains it to the damage of the said Elisha Sixty Dollars —

This Case was entered at the last term of this Court and the plaintiff by John Barrett Gent. his Attorney appeared and the Defendant the three times publickly called to come into Court made default of his appearance — after which this Case was continued to this term for Judgment - and now the Pltff by said Attorney appears - Whereupon it is considered by the Court that the said Elisha Hamlly recover against the said Josiah Proctor Forty eight Dollars and fifty Cents debt or damages and Costs of Suit taxed at $ 11. 2 and thereof &c.

Exd issued Sept. 18. 1797. —

Wright vs Page May 427 1797

Eldad Wright of Northfield in the County of Hampshire Husbandman pltff v. Lewis Page of the same Northfield Tanner, in a plea of the Case for that the said Page at Northfield on the sixteenth day of March last past by his Note under his hand of that date for value received promised the plaintiff to pay him Twenty pounds ten shillings and eight pence Lawful money on demand with use bearing Interest - which sum is equal to Sixty ~~three~~ eight dollars forty five Cents & five Mills. Yet the said Page the requested the same sum and the Interest has not paid but neglects it —

To the damage of the said Eldad One hundred Dollars —

This Case was entered at the last term of this Court and continued to this Term - and now at this term the plaintiff by John Barrett Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Eldad recover against the said Lewis the sum of Seventy Dollars and fifty Cents damages and Costs of Suit taxed at $ 12. 41 and thereof &c.

Exd issued Sept. 18. 1797.

Locke vs Arms May 429 1797

Thomas Locke of Lexington in the County of Middlesex Yeoman Pltff v. Phineas Arms of Leverett in the County of Hampshire Yeoman Deft. in a plea of the Case &c as by the plaintiffs Writ and declaration on file — This Case was entered at the last term of this Court and continued to this term and now the plaintiff appears and discontinues his suit. —

Mayo vs Smith May 431. 1797

David Mayo of Warwick in the County of Hampshire trader in ~~a plea of~~ plaintiff v. Moses Smith of the same Warwick Yeoman Deft. in a plea of the Case &c as by the Writ and Declaration on file - This Case was entered at the last term of this Court and continued to this term - & now neither of the parties appear and the Case is dismissed —

Shammah Pomeroy of Northfield in the County of Hampshire Trader Plaintiff v. Daniel Foster of Greenfield in said County Trader & Polycarpus Cushman of Bernardston in said County Physician. Defendants, in a plea of the Case for that the said Foster (as principal) and the said Cushman (as Surety) by their Note under their hands of the same date for Value received promised the said Shammah to pay him One hundred & Eight Dollars in six months from the date of said Note with Interest. (The writ in fact is dated 14th May 1796.) which time has elapsed yet the said Foster & Cushman or either of them the requested have never paid said Sum & Interest but neglect it to the damage of the said Shammah One hundred & fifty dolls. This Case was entered at the last term of this Court and continued to this term and now the plaintiff by John Barrett Gent. his Attorney appears And the Defendant the three times called to come into Court make default of their appearance &c. Whereupon it is considered by the Court that the said Shammah recover against the said Foster and Cushman One hundred eleven dollars Sixty Cents damages and Costs of Suit taxed at $12 - 35. and thereof &c.

Pomeroy vs Foster et al. May 432. 1797.

Exc. issued Sept. 18. 1797 —

Benjamin Peirce of Warwick in the County of Hampshire Husbandman plaintiff v. Mason Johnson of the same Warwick Housewright defendant in a plea of the Case &c as by the Pltff. Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term — and now neither of the parties appear and this Case is thereupon dismissed — —

Peirce vs Johnson May (433.) 1797

Samuel Reed of Warwick in the County of Hampshire Clerk Plaintiff v. Mason Johnson of the same Warwick Housewright defend. in a plea of the Case &c as by the Pltff. Writ and declaration on file. This Case entered at the last term of this Court and continued to this term and now at this neither of the parties appear and the Case is dismissed —

Reed vs Johnson May. (434) 1797.

Ebenezer Titus of Greenwich in the County of Hampshire Husbandman appellant v. Robert Field of the same Greenwich Gent. Appellee from a Judgment of Elkina Montague Esq one of the Justices of the Peace for said County on an action wherein the said Ebenezer was plaintiff & the said Robert defendant in a plea of the Case for that whereas the said Robert at Amherst aforesaid on the day of the purchase of the plaintiffs Writ was indebted to the plaintiff in the sum of One pound four shillings & five pence equal to four Dollars and seven Cents for Work and labour before that time by the said Titus done and performed for the said Field at his special instance and request and for divers goods wares & merchandize then before that time sold and delivered by the said Titus to the said Field at his special instance and request according to the annexed account And being so indebted he the said Field then and there in consideration thereof promised the said Titus to pay him the same sum on demand Yet the said Robert the often requested hath not paid said sum to the said Titus or any part thereof but neglects and refuses so to do Also for that the said Field at Amherst aforesaid on the day of the purchase of the plaintiffs Writ in consideration that the pltff. had before that time sold and delivered to the said Field at his special instance and request one hundred and Ninety two rails other than the rails mentioned in

Titus vs Field May 439. 1797

in the annexed Account promised the plaintiff to pay him therefor so much money as the said Rails last mentioned at the time of the sale and delivery thereof were reasonably worth – and the Plff avers that the said Rails last mentioned at the time of the Sale and delivery thereof as aforesaid were reasonably worth another Sum of three dollars and eighty three Cents Yet said Field the after nominated hath never paid said Sum last mentioned nor any part thereof but neglects and refuses so to do – To the damage of the said Peters Thirteen dollars.

This Case was entered in this Court at the last term thereof and continued to this Term – and now the said Robert comes and defends the force & Injury when &c and for plea says that he never promised in manner and form as the said Ebenezer in his declaration hath alleged and therefore puts himself on trial &c. and the said Peters likewise.

Whereupon a Jury duly attended and impanelled at this term & being sworn to try the issue do on their oaths find that the appellee promised in manner and form as the appellant in his declaration has alleged and assess damages for the appellant at three dollars and twenty five Cents. – Whereupon it is considered by the Court that the said Ebenezer Peters the appe. recover against the said Robert Field appe. three dollars & twenty five Cents damages and Costs of Suit taxed at $ 54.53 – and thereof &c. Exn. issued Sept. 22d 1797 —

Brown vs Kibbee May 4th 1797.

Thomas Brown of Belchertown in the County of Hampshire Husbandman Plaintiff vs. Samuel Kibbee of Long Meadow in the County Yeoman Defend. in a plea of the Case for that the said Defd at said Belchertown on the eighth day of March in the Year of our Lord Seventeen hundred and ninety six by his Note for Value received promised the plaintiff to pay him or his order the sum of Forty dollars to be paid by the first day of February then next with Interest – Yet the said Samuel Kibbee the after nominated hath not paid said Sum but neglects it – To the damage of the said Brown – the sum of Seventy Dollars.

This Case was entered in this Court at the last term thereof and continued to this Term – and now at this term the plaintiff by his Attorney appears and the Defd. the three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said Thomas recover against the said Samuel Forty three dollars and Sixty Cents damages and Costs of Suit taxed at $ 11.84. and thereof &c. Exn. issued Sept. 14. 1797 —

Warner vs Bryant – May 4th 1797.

Elisha Warner of Belchertown in the County of Hampshire Gent. plaintiff vs. Dependence French Bryant of Cummington in s. County Blacksmith Defend. in a plea of the Case &c as by the Writ & declaration on file. This Case was entered in this Court at the last term aforesaid and continued to this term – and now at this term Neither of the parties appear and this Case is therefore dismissed. —

Warner vs Rintfield May (4 4 3) 1797.

Elisha Warner of Belchertown in the County of Hampshire Gent. Plaintiff vs. Herman Rintfield of the same Belchertown Husbandman Defend. in a plea of the Case for that the said Herman at Belchertown aforesaid on the tenth day of June in the year of our Lord Seventeen hundred and ninety five by his Note for Value received one Mark Stacey to pay him or his order the sum of eighteen pounds equal to Sixty Dollars by the first day of April one thousand seven hundred and ninety seven with Interest till paid and the said Stacey there afterwards on the

same day at said Belchertown for Value received, ordered the Contents of said Note then due and unpaid to be paid to the said Warner according to the tenor and meaning thereof of all which the said Heman then and there had Notice from the plaintiff and then and there became chargable to pay the Contents of said Note to the plaintiff according to the tenor thereof and then and there in consideration thereof promised the said Elisha to pay him the same accordingly — Yet the said Heman tho often requested hath not paid said Sum but neglected it to the damage of the said Elisha One hundred Dollars.

This Case was entered at the last term of this Court & continued to this Term — And now the plff. by Tho Grant Genl his atty. appears and the defendant tho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Elisha recover against the said Heman Sixty eight Dollars ten Cents damages and Costs of Suit taxed at $11.42. and thereof &c.

Exd issued Sept. 14. 1797.

~~[illegible]~~

Peley Canada and Sybil Forbes both of Greenwich in the County of Hampshire Administrators of and singular the Goods & Chattels Rights and Credits which were of Josiah Fobes late of Greenwich aforesd Husbandman deceased intestate Pltffs. v. Asel Washburn and Jonathan Hall both of Ware in said County Traders Defendants in a plea of the Case for that the said Washburn and Hall at Ware in said County on the first day of October in the Year of our Lord One thousand seven hundred and Ninety five by their Note of that date by them subscribed (by the Name of Washburne and Hall) for Value received promised one Joseph Prior Fobes (by the Name of Joseph P. Fobes) to pay him or his order the sum of Fifty Dollars in one year from the date of said Note with Interest till paid — And the said Sum of Money being unpaid the said Joseph Prior Fobes afterwards to wit the same first day of October aforesaid in the Year aforesaid at said Ware in the County aforesaid by his indorsement in writing on the same Note ordered the Contents thereof to be paid to the said Josiah according to the tenor and effect of said Note for Value received by him the said Joseph Prior Fobes — of all which the said Washburne & Hall afterwards to wit on the same day and Year last aforesaid had notice at Ware aforesaid in the County aforesaid — and by reason of all which the said Washburne and Hall then and there became liable to pay to the said Josiah the same sum of money contained in said Note according to the tenor and effect of said Note and the indorsement thereon as aforesaid. Yet the said Washburne and Hall tho often requested by the said Josiah in his Life time and by the said Peley and Sybil in their said capacity since the death of the said Josiah have not nor hath either of them paid the said Fifty Dollars to the said Josiah in his Life time or to the said Peley and Sybil since the death of the said Josiah (to which said Peley and Sybil Administration of all and singular the Goods and Chattels Rights and Credits which belonged to the said Josiah at the time of his

Fobes admrs
v
Washburne & Hall
May 445. 1797.

death, afterwards viz on the twenty first day of April instant, at Hadley in the County aforesaid by Eliazer Porter Esq. Judge of the Probate of Wills and for granting Letters of Administration on the estates of Persons deceased was duly committed) but each and both of them the said Washburne and Hall hitherto have neglected and refused and still neglect and refuse to pay the same — (and the said Peley and Sybil bring here into Court the said Letters of Administration to the said Peley and Sybil in form aforesaid and which bear date the day and Year last mentioned — all which is to the damage of the said Peley and Sybil in their said Capacity Fifty Dollars. — — — — — — — — —

This Case was entered at the last term of this Court and continued to this term and now at this term the Plaintiffs by J. Gould Esq. their Attorney appear and the Defendants the three times publickly called to come into Court make default of their appearance here. Whereupon it is considered by the Court that the said Peley and Sybil in their said Capacity recover against the said Washburn and Hall Twenty seven dollars, thirty four Cents damages and Costs of Suit taxed at $8-92 and thereof &c.

Exd. issued Sept. 22 1797.

Foster Admr. v. Stacy — Writ Sept. 22d 1797.

Peley Carnedy Trader and Sybil Foster Spinster both of Greenwich in said County Administrators on all and singular the Goods and Chattels, Rights and Credits of the estate of Josiah Foster late of Greenwich in the County of Hampshire deceased intestate (in a plea of the case for that the said Joel at Plaintiffs v. Joel Stacy of Ware in the County aforesaid Clothier) in a plea of the case for that the said Joel at Ware aforesaid on the Seventeenth day of September in the Year of our Lord Seventeen hundred and Ninety five by his Note for Value received promised One Joseph Prior Foster by the Name of Joseph P. Foster to pay him or order the sum of Forty dollars and Sixty nine Cents in one Year and two Months from the date of said Note with Interest for the same sum till paid. and afterwards on the same day at Ware aforesaid in the County aforesaid the said Joseph Prior Foster by the Name of Joseph P. Foster made his indorsement in writing on the back of said Note and thereby ordered the contents of said Note to be paid to the said Josiah according to the tenor and effect of said Note for Value received by him the said Joseph. of all which the said Joel afterwards to wit on the same day and Year last mentioned at Ware aforesaid in the County aforesaid had Notice, and by Means thereof the said Joel then and there became liable to pay to the said Josiah the said Sum of Money mentioned in said Note according to the tenor and effect thereof and being so liable then and there in Consideration thereof promised afterwards to wit the same day and Year last aforesaid at Ware aforesaid in the County aforesaid. the said Josiah then also to pay him the said sum of money mentioned in said Note according to the tenor of said Note and the indorsement thereof. Yet the said Joel tho often requested by the said Josiah in his Life time and by the said Peley and Sybil in their said Capacity since the death of the said Josiah hath never paid the said sum but hitherto hath neglected and still doth neglect and refuse to pay the same to the damage of the said Peley and Sybil in their said Capacity Eighty Dollars —

This Case was entered at the last term of this Court and continued to this Term and now at this term the plaintiffs by J. Gould Esq. their Atty.

appear - and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by this Court that the said Pelig and Sibbel in their said Capacity recover against the said Jos. the sum of Forty five dollars and fifty Cents damages and Costs of Suit taxed at $ 10-1 and thereof &c.

Exn. issued Sept. 22d 1797.

Forward vs Wood - May. 427. 1797

Justus Forward Jun. of Belchertown in the County of Hampshire Trader Plaintiff v. Zephaniah Wood of the same Belchertown Yeoman Defend. in a plea of the Case for that the said Wood at Northampton on the twenty second day of February in the Year of our Lord Seventeen hundred and ninety seven by his Note for Value received promised the plaintiff to pay him or his order seventeen dollars & thirty seven Cents on demand with Interest - Yet the said Wood the often requested hath not paid said Sum but neglects it to the damage of the said Justus the sum of Forty Dollars. This Case was entered at the last term of this Court and Continued to this Term - and now the plaintiff by Jos. Grant Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Justus recover against the said Zephaniah the Sum of Seventeen dollars and ninety four Cents damages and Costs of Suit taxed at $ 9. 79. and thereof &c.

Exn. issued Sept. 22d 1797.

Henshaw & Hunt vs Gray May | 451 | 1797

Samuel Henshaw Esq. and David Hunt both of Northampton in the County of Hampshire, dealers in Trade, in a Plea of Trespass on the case, Plaintiffs v. Robert Gray of Ashfield in the County of Hampshire Yeoman Defend. in a Plea of Trespass on the Case for that the said Gray at Charlemont in said County on the Sixteenth day of August in the Year of our Lord Seventeen hundred and ninety six by his Note in writing under his hand of that date for Value received promised the said Henshaw and Hunt to pay them or their order Sixteen pounds Lawful money equal to Fifty three dollars thirty three Cents by the first day of November then next with Interest till paid - Yet the said Gray the often requested has never paid the Contents of said Note to the said Henshaw or Hunt or in any way satisfied them therefor but unjustly neglects it to the damage of the said Henshaw or Hunt One hundred Dollars. —
This Case was entered at the last Term of this Court and continued to this Term. & now the plaintiff by J. Taylor Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Henshaw and Hunt recover against the said Robert the sum of Fifty three dollars and Seventy nine Cents damages and Costs of Suit taxed at $ 7-65 and thereof &c.

Exn. issued Sept. 22d 1797. —

Mantor vs Parker May. 454. 1797

Francis Mantor of Ashfield in the County of Hampshire Physician, Plaintiff v. Silas Parker of Hawley in the same County Gentleman Deft. in a plea of the Case for that the said Silas at Hawley aforesaid on the fourteenth day of June last past by his Note of that date for Value received promised the said Francis to pay him or order the sum of Fifty eight dollars and fifty Cents by the first day of December then next ensuing with Interest and the time for payment has elapsed - Yet the said Silas the often requested hath never paid the same, or ever fulfilled his promise aforesaid but neglects it to the damage of the said Francis the sum of One hundred Dollars —
This Case was entered in this Court at the last term and continued to this Term and neither of the parties appear and this Case is dismissed — cost

Norton
vs
Davis et al.
May 4 57/ 1797

Selah Norton of Ashfield in the County of Hampshire Gentleman Plaintiff v. Joseph Davis of Buckland in the same County Blacksmith and Ashbel Rice of Ashfield in said County Yeoman Defts in a plea of the Case for that the said Josiah and Ashbel at Ashfield aforesaid on the eighth day of December last past by their Note under their hands of that date for Value received jointly and severally promised the Plaintiff (by the Name and addition of Capt. Selah Norton) to pay him or order Twenty nine pounds twelve shillings and eight pence Lawful money (equal in Value to Ninety eight dollars and Seventy eight Cents) and the Interest on demand Yet the said Josiah and Ashbel the often requested have never paid said Sum and Interest but neglect it — To the damage of the said Selah One hundred & fifty dollars — This Case was entered in this Court at the last term thereof and continued to this Term — and now the pltff by Elijah Paine Gent. his Attorney appears and the Defts tho three times called to come into Court make default of his appearance here. — Whereupon it is considered by the Court that the said Selah recover against the said Josiah and Ashbel One hundred and three dollars and twenty two Cents damages and Costs of Suit taxed at $12-29 and thereof &c.

Exd. Ejected Sept. 20. 1797.

Smith
vs
Lazell
May. 4 58. 1797.

Joseph Smith Junr. of Ashfield in the County of Hampshire Trader Pltff v. Calvin Lazell of the same Ashfield Gent. defend. in a plea of the Case &c as by the Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear and this case is thereupon dismissed

White
vs
Jackson
May. 4 60. 1797.

Thomas White of Ashfield in the County of Hampshire Blacksmith Pltff v. Ebenezer Jackson of Buckland in the same County Yeoman Deft. in a plea of the Case for that the said Ebenezer at Ashfield aforesaid on the seventeenth day of August last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order thirty one dollars and Sixty one Cents ordered with Interest. Yet the said Ebenezer the often requested hath never paid said sum and Interest but neglects it — To the damage of the said Thomas Fifty dollars — This Case was entered at the last term of this Court and continued to this Term And now the plaintiff by Elijah Paine Gent. his Attorney appears and the Deft. tho three times publickly called to come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Thomas recover against the said Ebenezer the sum of Thirty three dollars and 56 Cents damages and Costs of Suit taxed at $11-65 and thereof &c. —

Exd. Ejected Sept. 20. 1797. —

Swift
vs
Rice
May. 4 61. 1797.

Chipman Swift of Ashfield in the County of Hampshire Yeoman Pltff v. Ashbel Rice of the same Ashfield Yeoman Deft. in a plea of the Case for that the said Ashbel at Ashfield aforesaid on the nineteenth day of January last past by his Note under his Hand of that date for Value received promised the plaintiff to pay him or order twenty four pounds — Ten pounds to be paid in three weeks from the date of said Note and the remainder in three months from the date meaning the date of said Note with Interest after the time of payment have elapsed and the sum of said is equal to Eighty Dollars — Yet the said Ashbel the often requested hath never paid the same Sum and Interest but neglects it — To the damage of the said Chipman Forty dollars — This Case was entered at the last term of this Court and continued to this term and now the pltff by E. Paine Gent. his Attorney appears and the Deft. tho

three times publickly called to come into Court make default of his appearance here Wherefore it is considered by the Court that the said Chipman recover against the said Ashbel twenty six dollars and thirty six Cents damages and Costs of Suit taxed at $ 11-27 and thereof &c.

Exd signed Sept. 20. 1797.

Standish vs Inhabitants of Charlemont May 463. 1797.

Daniel Standish of Rowe in the County of Hampshire Husbandman Pltff vs the Inhabitants of Charlemont in the same County defendants. in a plea of the Case for that the said Inhabitants of Charlemont aforesaid on the day of the purchase of this writ being justly indebted to the Plaintiff in the Sum of Six hundred dollars for so much money by the said Inhabitants there before that time had and received of the said Daniel at the special instance and request of the said Inhabitants to the said Daniel &c. then and there in consideration thereof promised the Plaintiff to pay him the same sum on demand. Yet though thereunto often requested by the said Daniel and especially on the second day of March last past the said Inhabitants or any or either of them have not paid the said Sum or any part thereof to the said Daniel but neglect &c. To the damage of the said Daniel Six hundred Dollars. ——

This Case was entered at the last term of this Court and continued to this term And now at this term the plaintiff by E. Paine Gent his Attorney appears and the said Inhabitants tho three times publickly called to come into Court make default of their appearance here — Whereupon it is considered by the Court that the said Daniel recover against the s^d Inhabitants of Charlemont Three hundred and ninety six dollars and eighty nine Cents damages and Costs of Suit taxed at $ 13-73 and thereof &c ——

Exd signed Sept. 20. 1797.

Lazell vs Carter May 466. 1797.

Calvin Lazell of Ashfield in the County of Hampshire Gentleman Pltff vs. Samuel Carter of Buckland in the same County Husbandman Defendt in a plea of trespass. For that the said Samuel on the first day of January last past and on several other days and at several other times betwixt the said first day of January and the day of the purchase of this Writ with force and Arms entered the Close of the plaintiff in Buckland aforesaid and the Trees of him the said Calvin to wit Sixty Beech trees a fifty maple trees — fifty birch trees. twenty Walnut Trees and twenty Oak trees then and there growing of the Value of Seventy Dollars — felled and cut down and the timber and Wood, to wit, One hundred Sled Loads of timber and One hundred Sled Loads of Wood being and arising took and carried away and converted to his use and other enormities then and there did contrary to Law against the peace and to the damage of the said Calvin One hundred Dollars. ——

This Case was entered at the last term of this Court and continued to this Term. And now the plaintiff by E. Paine Gent^n his Attorney appears and the defendant tho three times publickly called to come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Calvin recover (by agreement of the parties) against the said Samuel Fifty Cents damages and Costs of Suit taxed at $ 30-21 and thereof &c.

Exd signed Sept. 20. 1797

Cooke vs Dodge May 467. 1797.

Levi Cooke of Ashfield in the County of Hampshire Sadler Pltff vs. Stephen Dodge of the same Ashfield Yeoman, Defd in a plea of the case for that the said Stephen at Ashfield aforesaid on the thirty first day of August last past by his Note under his hand of that date for value received

promised the plaintiff to pay him or order Five pounds three shillings lawful money equal to seventeen dollars and seventeen Cents on demand with Interest & if the said Stephen the offer requested hath never paid the said Sum and Interest but neglects it to the damage of the said Levi Thirty Dollars ——
This Case was entered at the last term of this Court and continued to this term — And now the plaintiff by E. Paine Gent. his Attorney appears and the Defendt. the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Levi recover against the said Stephen the Sum of Eighteen dollars and twenty Cents damages and Costs of Suit taxed at $ 11-48 and thereof &c.

Exd. issued Septr. 20 1797. —

Nellson vs Paddleford May (26th) 1797

John Nellson of Charlemont in the County of Hampshire Yeoman Pltff. v. Benjamin Paddleford of Hawley in the same County Yeoman Defendt. in a plea of the Case for that the said Benjamin at Hawley aforesaid on the sixth day of June in the year of our Lord seventeen hundred and Ninety three by his Note under his hand of that date for Value received promised the Plaintiff to pay him Sixteen pounds ten shillings lawful money (equal in Value to fifty five dollars) at or before three Years from the second day of January then next with Interest from the time of payment all paid and which time for the payment of said Note has elapsed. And also for that the said Benjamin there afterwards on the twenty ninth day of April in the Year of our Lord seventeen hundred & ninety four by his other note under his hand of that date for Value rec. promised the Pltff to pay him the Sum of Nineteen pounds ten shillings in Gold or silver Coin (equal in Value to Sixty five dollars) at or before the first day of January Seventeen hundred and ninety six with Interest for the same, which time has elapsed — Also for that the said Benjamin there afterwards on the day last mentioned to wit on the twenty ninth day of April seventeen hundred and Ninety four by his other Note under his hand of that date for Value received promised the Pltff to pay him another Sum of Nineteen pounds ten shillings lawful Money equal in Value to Sixty five dollars at or before the first day of January Seventeen hundred and ninety seven with Interest for the same, Yet the said Benjamin tho often requested and the time of payment has elapsed has never paid either of said Sums or fullfilled either of his said promises but neglects it to the damage of the said John three hundred dollars
This Case was entered at the last term of this Court and continued to this term and now at this Term the plaintiff by his Attorney appears, and the Defendant the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said John Nellson recover against the said Benjamin Paddleford the sum of two hundred & twenty four dollars ninety seven Cents damages and fourteen dollars and six Cents Costs of Suit and thereof &c.

Exd. issued Septr. 20th 1797.

Russell vs Ward May (4th) 1797.

Spencer Russell of Hawley in the County of Hampshire Yeoman Pltff. v. Phineas Ward of Buckland in the same County Yeoman Deft. in a plea of the Case &c — as by the Writ and Declaration on file. This Case was entered at the last term of this Court and continued to this term — and now at this term neither of the parties appear and this Case is thereupon dismissed ——

Crittenden vs White May (4th) 1797.

Simeon Crittenden of Hawley in the County of Hampshire Husbandman Plaintiff v. Nathaniel White of the same Hawley Yeoman Defendt. in a plea of the Case &c as by the plaintiffs Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term and now neither of the said parties appear and this Case is thereupon dismissed ——

Nathaniel Fowle of Northampton in the County of Hampshire Trader Pltff — vs Samuel Walcott of Williamsburg in the same County Yeoman defend.t in a plea of the Case for that whereas the said Samuel on the fourth day of September in the Year of our Lord One thousand seven hundred and ninety six to wit at Northampton aforesaid by his promissory note in writing under his hand of that date for Value received promised the said Nathaniel to pay him or order four pounds lawful Money equal to thirteen dollars and thirty three Cents and three mills on demand with interest — Yet the said Samuel the other requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — to the damage of the said Nathaniel Twenty five dollars —

Fowle vs Walcott — May 471. 1797

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by his attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — whereupon it is considered by the Court that the said Nathaniel Fowle recover against the said Samuel Walcott Fourteen dollars and fourteen Cents damages & Costs of Suit taxed at $7-37 and thereof &c —

Ex.n issued Sept.r 25. 1797

Ephraim Fairbanks of Westminster in the County of Windham and State of Vermont Joiner Plaintiff v. Joseph Dickinson of Goanville in the same County Husbandman Deft. in a plea of the Case for that the said Joseph at Westminster to wit at Northampton aforesaid on the fourth day of December in the year of our Lord Seventeen hundred and ninety five by his Note under his hand of that date for Value received promised the Plaintiff to pay him Twenty two Dollars by the fifteenth day of January then next after the date of said Note with Interest till paid — Yet the said Joseph the requested and the time of payment has elapsed has never paid the Contents of said Note, but neglects it — to the damage of the said Ephraim Forty five dollars. —

Fairbanks vs Dickinson — May. 472. 1797.

This Case was entered at the last term of this Court and continued to this term and now the Pltff by Sol.n Vose Gent.n his attorney appears and the Deft — the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Ephraim recover against the said Joseph Twenty four dollars and thirty one Cents damages and Costs of Suit taxed at $14-64 and thereof &c.

Ex.n issued Sept.r 18.th 1797.

Elisphaz Alexander late of Northfield in the County of Hampshire Yeoman Plaintiff v. Moses Root of the same Northfield Yeoman Defend.t in a plea of the Case for that the said Moses at said Northfield on the thirteenth day of February last past by his Note under his hand of that date for Value rec.d promised one David Barber to pay him or his order two hundred and four dollars and thirty six Cents &c as by the Writ on file. This Case was entered at the last Term of this Court and continued to this term — and now neither of the parties appear and the Case is dismissed —

Alexander vs Root — May. 479. 1797.

Asa Johnson of Hardwick in the County of Worcester Pltff. v. Willis Wilder of Heath in the County of Hampshire Yeoman Defend.t in a plea of the Case &c as by Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term — and now neither of the parties appear & the Case is thereupon dismissed —

Johnson vs Wilder — May 480. 1797.

Barnabas Billing and Josiah White both of Northfield in the County of Hampshire Joint traders Pltff. v. Samuel Mattoon Junr. of the same Northfield Yeoman Deft. in a plea of the Case as by the Writ on file. This Case was entered at the last Term of this Court and continued to this term — and now at this time neither of the parties appear and this Case is dismissed —

Billing & al. vs Mattoon — May 481. 1797.

Billing
vs
Gragg
May 482. 1797

Barnabas Billing of Northfield in the County of Hampshire trader Pltff v. Jacob Gragg of Colrain in the same County. Gentleman Defend.t in a plea of the Case for that the said Jacob at Northampton aforesaid on the thirteenth day of May last past by his Note under his hand of that date for Value received promised one Caleb Lyman to pay him or his order Ten pounds Sixteen shillings and five pence lawful money on demand with Interest till paid — and the said Caleb there afterwards on the same day by his indorsement on said Note ordered the Contents of said note then due & unpaid to be paid to the plaintiff according to the tenor and effect thereof and indorsement thereon for Value of him there had and received of all which the said Jacob then & there had due notice and thereby became liable to pay the Contents of said Note to the Plaintiff according to the tenor and effect of said Note and the indorsement aforesaid and being so liable then and there in consideration promised the pltff to pay him the same accordingly. Yet the said Jacob the often requested hath never paid said sum or fullfilled his promises aforesaid but neglects it — To the damage of the said Barnabas the Sum of Fifty Dollars.

This Case was entered at the last Term of this Court and continued to this term. — And now at this term the plaintiff by Solomon Vose Gent.n his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Barnabas recover against the said Jacob Thirty eight dollars and Ninety six Cents damages and Costs of Suit taxed at $12.5 and thereof &c.

Ex.n signed Sept.r 18. 1797

Wooley
vs
Cobb
May 485. 1797

David Wooley of Hinsdale in the County of Cheshire and State of New Hampshire Yeoman Pltff v. Joseph Cobb of Colrain in the County of Hampshire Physician defendant in a plea of the Case for that the said Joseph at Halifax to wit Northampton aforesaid on the twenty fourth day of October in the Year of our Lord Seventeen hundred and ninety five by his Note under his hand of that date for Value received promised the plaintiff to pay him fifty dollars and fifty eight Cents by the first day of August next after the date of said Note with Interest till paid Yet said Joseph the said time of payment has elapsed and the requested has not paid said Sum but neglects it to the damage of the said David One hundred Dollars — This Case was entered at the last term of this Court and continued to this term — And now the plaintiff by Solomon Vose Gent. his Attorney appears & the defendant the three times publickly called to come into Court makes default of his appearence here — Whereupon it is considered by the Court that the said David recover against the said Joseph the sum of Thirty six dollars and thirty six Cents damages and Costs of Suit taxed at $13-65 and thereof &c —

Ex.n signed Sept.r 18. 1797.

Ball
vs
Graves
May 484. 1797

Silas Ball of Townsend in the County of Windham and State of Vermont Joiner Plaintiff v. Noah Graves of Montague in the County of Hampshire Yeoman Defend.t in a plea of the case for that the said Noah at said Northampton on the twelfth day of October last past by his Note under his hand of that date for Value received promised the plaintiff to pay him eight pounds Sixteen shillings of the Value of twenty nine dollars & thirty three Cents by the first day of October next after the date of s.d Note with Interest till paid — Yet the said Noah the said time of payment has elapsed and the often requested has not paid the same but neglects it To the damage of the said Silas Thirty five dollars —

This Case was entered at the last term of this Court and continued to this term and now the pltff appears and the Deft the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Silas recover against the said Noah $20-34 damages and Costs of Suit taxed at $13-21 and thereof &c

Ex.n signed Sept.r 18th 1797. —

Mason Johnson of Warwick in the County of Hampshire Carpenter Plaintiff v. Samuel Rice of Warwick Clerk and Jabez Whiting of Northfield Joiner both in the County of Hampshire Defendants in a plea of the Case &c as by the Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term - and now the plaintiff by S. Vose Gent. his Attorney appears and discontinues his action - The defend.ts become defaulted & this Case is dismissed — —

Johnson v. Rice & al. May (489) 1797.

Samuel Prentice of Northfield in the County of Hampshire Physician plaintiff v. Jacob Allen of Plainfield in said County Gentleman Defend.t in a plea of the case for that the said Jacob at Northfield aforesaid on the sixteenth day of February last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order Twenty seven dollars and fifty Cents on demand with Interest till paid. Yet the said Jacob tho often requested said Sum has not paid but neglects it to the damage of the said Samuel Sixty Dollars — — — — — — — —

Prentice v. Allen May (496) 1797

This Case was entered at the last term of this Court and continued to this term and now at this Term the plaintiff by S. Vose Gent. his Attorney appears & the defendant tho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Samuel recover against the said Jacob Thirty dollars and twelve ~~dollars~~ Cents damages and Costs of Suit taxed at £10.90 and thereof &c — —

Ex.n issued Sept.r 18. 1797. —

Asahel Clarke of East Hampton in the County of Hampshire Gent.n plaintiff v. Gideon Pomeroy of Southampton in the same County Husbandman Deff.t in a plea of trespass on the case for that the said Gideon at Easthampton on the twenty fifth day of March last past by his Note of hand of that date for Value received promised the said Asahel to pay him or order the Sum of five pounds thirteen shillings and three pence half penny lawful money, which the plaintiff says is equal to Eighteen dollars and eighty eight Cents within six months from the date with Interest till paid - Yet the said Gideon tho often requested hath not paid the Contents of the said Note to the plaintiff or any part thereof but unjustly neglects it To the damage of the said Asahel Thirty Dollars. —

Clarke v. Pomeroy May 498. 1797

This Case was entered at the last term of this Court and continued to this term - And now the Plaintiff by Caleb Strong Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Asahel recover against the said Gideon the Sum of £ damages and Costs of Suit taxed at £. and thereof &c. —

Sylvester Woodbridge of Southhampton in the County of Hampshire Physician Pff v. Walter Stockwell late of Northampton in the same County Yeoman Defend.t in a plea of the Case for that the said Walter at said Northampton on the ninth day of January in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised one Willard Stack to pay him or his order the sum of Twenty Dollars by the first day of September then next with Interest till paid - and afterwards on the same day at said Northampton the said Willard by his indorsement on the same Note ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff for Value received of which the said Walter

Woodbridge v. Stockwell May (499) 1797

thereafterwards the same day had Notice and thereby became chargeable to pay the said Contents to the plaintiff according to the tenor of said Note and the indorsement thereof and being so chargeable the said Walter then and there in consideration thereof assumed on himself and promised the plaintiff to pay him Contents according to the tenor of said Note and indorsement aforesaid - Yet the said Walter tho often requested hath never paid the Contents to the Plaintiff or any part thereof but neglects it to the damage of the said Sylvester Woodbridge Thirty dollars. —

This Case was entered at the last term of this Court and continued to this term And now at this term the plaintiff by Caleb Strong Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes defaut of his appearance here - Whereupon it is considered by the Court that the said Sylvester recover against the said Walter Eighteen dollars and thirty three Cents — damages and Costs of Suit taxed at $ D-49 and thereof &c —

Exd. Nov. 21. 1797

Hickox vs Stiles May 504. 1797

Ebenezer Hickox of Windsor in the County of Hartford and State of Connecticut Yeoman plaintiff v. Shubael Stiles of Southwick in the County of Hampshire Yeoman Deft. in a plea of the case for that the said Shubael at Windsor to wit at Northampton aforesaid on the twenty ninth day of September Seventeen hundred and Ninety four by his promissory Note in writing of that date for Value then received promised the said Ebenezer to pay him forty nine pounds five shillings and three pence lawful silver money (equal to One hundred & Sixty four dollars & twenty one Cents) in two Years from the first day of December then next with lawful Interest till paid Yet the said Shubael tho often requested the said Sum and Interest has not paid but wholly neglects and refuses to do it. To the damage of the said Ebenezer two hundred Dollars. —

This Case was entered at the last term of this Court and continued to this Term and now the Pltff by his Attorney appears and the Defnd. tho three times solemnly called to come into Court makes defaut of his appearance here — Whereupon it is considered by the Court that the said Ebenezer recover against the said Shubael One hundred ninety three dollars thirty one Cents dam- ages and Costs of Suit taxed at $ 14-96 and thereof &c. —

Exd. signed Sept. 22d 1797. —

Chenewards &c. vs Woodward. May 505. 1797.

John Chenewards and John Chenewards Junr. both of Hartford in the County of Hartford and State of Connecticut Traders plaintiffs v. Elisha Woodward of Willbraham in the County of Hampshire Gentn. Defnd. in a plea of trespass on the Case for that the said Elisha at Hartford aforesaid to wit at Northampton in the County of Hampshire on the eighth day of May in the Year of our Lord Seventeen hundred and Ninety five by his promissory Note in writing under his hand of that date for Value received promised the said John Chenewards and John Chenewards Junr. by the Name of John Cheneward & Co to pay them within Sixty days from the date of said Note the sum of Thirty nine pounds which is equal to One hundred and thirty ~~nine~~ dollars with Interest after payable - Yet the said Elisha tho often requested to do it hath never paid said Note but unjustly neglects and refuses so to do — To the damage of the said Chenewards One hundred Dollars ——

The plaintiff by Samuel Lathrop his Attorney Appears and the Deft. tho three times publickly called to come into Court makes defaut of his appearance here

Whereupon it is considered by the Court that the said John Chenewith & John Chenewith Junr. do recover against the said Elisha Seventy three dollars and seventy five Cents damages and Costs of Suit taxed at $11.55 and thereof &c

Exd. Sept. 19. 1797.

John Worthington of Springfield in the County of Hampshire Esq. plaintiff vs. Thomas Babbit of Sturbridge in the County of Worcester Physician and Erasmus Babbit of the same Sturbridge Physician Defts. in a plea of the case for that the said Thomas and Erasmus at Sturbridge aforesaid to wit at said Northampton on the twenty second day of May in the Year One thousand seven hundred and Ninety four by their promissory Note of hand of that date for Value received promised the said John to pay him or order the sum of Ninety five pounds seven shillings and nine pence lawful silver money which is equal to Three hundred and Seventeen dollars and ninety six Cents on demand with Interest till paid – Yet the often thereto requested the said Thomas & Erasmus or either of them have never paid the same but hitherto have and still do unjustly neglect and refuse so to do – to the damage of the said John Worthington Five hundred dollars. —

Worthington vs Babbit & al. May Sod. 1797

This Case was entered at the last term of this Court and continued to this Term And now at this Term the plaintiff by John Hooker Esq. his Attorney appears and the defendants the three times publickly called to come into Court make default of their appearance here – Wherefore it is considered by the Court that the said John Worthington recover against the said Thomas & Erasmus the Sum of Three hundred and Eighty dollars, Ninety one Cents damages and Costs of Suit taxed at $11.18 – and thereof &c

Exd. Sept. 15. 1797

John Worthington of Springfield in the County of Hampshire Esquire Plaintiff vs. Mathew Clarke Husbandman and Adam Clarke Esq. both of Pelham in the County aforesaid defendts. in a plea of the Case for that the said Mathew and Adam at Springfield aforesaid on the second day of May in the year of our Lord one thousand seven hundred and eighty six by their promissory Note of hand of that date for Value received promised the said John to pay him or order eleven pounds eight shillings and seven pence lawful money equal to Thirty eight dollars and ten Cents by the first day of June then next with Interest in like money – Yet the said Mathew and Adam the often thereto requested have never paid the same but unjustly neglect & refuse so to do – To the damage of the said John Worthington Eighty Dollars —

Worthington vs Clarke & al. May 509. 1797

This Case was entered at the last term of this Court and continued to this Term and now the Pltff by J. Hooker Esq. his Attorney appears and the Defdts the three times publicly called to come into Court make default of their Appearance here – Wherefore it is considered by the Court that the said John recover against the said Mathew and Adam the sum of Forty six dollars twenty seven Cents damages and Costs of Suit taxed at $10.26 – and thereof &c.

Exd. Sept. 15. 1797 —

Nathan Ruggles late of Hardwick in the County of Worcester now resident at Ware in the County of Hampshire Trader Plaintiff against Lot Deane of the same Ware Trader Defdt. in a plea of the Case for that the said Lot at said Ware on the twenty third day of July last past by his memorandum in writing of that date by him subscribed wherein he obliged himself to be indebted to the said Nathan Ruggles for Value received of him the said Nathan Ruggles in the sum

Ruggles vs Deane May 518. 1797

of two hundred and forty one dollars and thirty three Cents, meaning lawful money, and being so indebted said Lot Dean then and there in consideration thereof promised Nathan Ruggles to pay him the same Sum on demand with Interest. Also for that the said Lot Dean afterwards on the same twenty third day of July was indebted to the plaintiff in another sum of two hundred and forty one dollars and thirty three Cents like money for so much money before that time had and received to the use of the plaintiff and being so indebted he the said Lot then and there in consideration thereof promised the plaintiff to pay him the same sum on demand — Yet the said Lot tho thereto often requested hath never paid either of the sums aforesaid but neglects so to do — to the damage of the said Ruggles two hundred and eighty dollars.

This Case was entered in this Court at the last term and continued to this term — and now the Pltff. by Pelatiah Hitchcock his Attyf. appears and the said Lot Dean by Jonathan Grant his Attorney comes and defends the force and Injury when &c and for plea says that the declaration aforesaid and the matters therein contained are insufficient in Law to compel him the said Lot to answer to the same to which declaration and the matters therein contained the said Lot is under no necessity nor bound by the Law of the land to answer. and this he is ready to verify — wherefore for want of a sufficient declaration in this behalf the said Lot prays Judgment and that his Costs may be adjudged to him. —

And for Causes of Demurrer in Law the said Lot private out to the Court the Causes following viz

1. The Action being brought before a Justice originally and the said Lot Dean attending in his person at the entry thereof, was adjourned from the twenty fourth day of October in the year seventeen hundred & Ninety six to the seventh day of March then next — by which the same Process had by Law no existence in Court —

2. In the first declaration in the Writ there is no averment that the said Lot was indebted nor any consideration alledged for the assumpsit therein set forth.

3. In the second declaration no averment is made that any money was rec^d by the defendant to the pltff's use nor any legal consideration alledged whereon to raise the assumpsit.

and the said Nathan Ruggles (by his said Attorney) says that the declaration aforesaid of him the said Nathan and the matters therein contained are sufficient in Law to maintain the action aforesaid of the said Nathan which declaration and the matters therein contained the said Nathan is ready to verify and prove as the Court shall award and because the said Lot hath made no answer thereto or in any manner denied the same the said Nathan prays Judgment and that his damage and Cost may be adjudged to him. — — — — — — — —

All which being seen and understood by the Court it is considered by the Court that this action be dismissed this Court having no Jurisdiction in the Case —

Lazell vs Paddock May 5 12/1797

Jacob Lazell of Ware in the County of Hampshire Yeoman Plaintiff vs Bradford Paddock of the same Ware Yeoman Deft. in a plea of the Case for that the said Paddock at said Ware on the tenth day of October seven teen hundred and Ninety six by his certain promissory Note of that date by him subscribed for Value received promised the said Lazell to pay him or order one hundred dollars in six months from the date of said Note with Interest — Yet the said Paddock tho often requested hath never paid the same but neglects it —

To the damage of the said Lazell One hundred and fifty Dollars — This Case was entered in this Court at the last term and continued to this term and now the plaintiff by Pel. Hitchcock Gent. his Attorney appears and the Defend. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Lazell recover against the said Paddock the sum of One hundred and five dollars and fifty Cents damages and Costs of Suit taxed at $13-22 and thereof &c.

Exd issued Sept. 21. 1797

Pepper v. Hollowell May 513. 1797.

Isaac Pepper of Ware in the County of Hampshire Yeoman Pltff v. James Hollowell in the County of Worcester Yeoman Defend. in a process of Trespass and plea of the Case &c — as by the Writ and declaration on file. This Case was entered in this Court at the last term thereof and continued to this term — and now neither of the said parties appear in Court here and this Case is thereupon dismissed —

Bell v. Smith May 514. 1797

Samuel Bell of Chester in the County of Hampshire Husbandman Plaintiff v. Mathew Smith of Middlefield in the County of Hampshire Gent. Defend. in a plea of Trespass on the Case for that the said Mathew at Middlefield on the thirteenth day of September last past by his Note of hand of that date for Value received promised the plaintiff to pay him seven hundred and thirty three dollars by the tenth day of January (meaning in the Year of our Lord one thousand seven hundred and ninety seven) with Interest If the said money was paid by the time (meaning by the tenth day of January) the Interest to be discounted — Yet the said Mathew the often requested hath not paid the Contents of said Note to the plaintiff by the said tenth day of January or any other time or any part thereof but unjustly neglects it to the damage of the said Samuel Nine hundred Dollars — This Case was commenced at the last term of this Court and continued to this term — and now the plaintiff by Caleb Strong Esq his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Mathew the Sum of Seven hundred thirty four dollars twelve Cents damages and Costs of Suit taxed at $11-53 and thereof &c.

Exd issued Sept. 15. 1797. —

Woodbridge v. Loomis May 516. 1797.

Sylvester Woodbridge of Southampton in the County of Hampshire Physician plaintiff v. Artemas Loomis late of Southampton in said County Yeoman otherwise called Artemas Loomis of Hawley in said County Trader alias Blacksmith Defendant in a plea of trespass on the Case for that the said Artemas at Southampton aforesaid on the fifth day of July in the Year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised the said Sylvester to pay him or order the sum of twenty five dollars and fourteen Cents on demand with Interest till paid — also for that the said Artemas at Southampton aforesaid on the fifteenth day of June last past by his other Note of hand of that date for Value received promised the said Sylvester to pay him or his order the sum of Nine dollars by the first day of January then next with Interest till paid after that meaning after this expi-

expiration of said time of payment till paid — Yet the said Artemas the heretofore requested hath not paid said Sum to the plaintiff or any part thereof or any part of either of them but unjustly neglects and refuses to do it to the damage of the said Sylvester Ninety Dollars —
This Case was commenced at the last term of this Court and continued to this Term and now at this time the Plaintiff by his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Sylvester recover against the said Artemas the Sum of Eighty nine dollars ninety two Cents damages and Costs of Suit taxed at £9.45 and thereof &c

Exn issued Septr 16. 1797.

Winchell vs Hill May 18. 1797

John Winchell Junr of West Springfield in the County of Hampshire but now of Suffield in the County of Hartford and State of Connecticut Gentleman Appellant v. Jonathan Hill of West Springfield in the County of Hampshire appellee — This Case was entered at the last term of this Court & continued to this term and now neither of the parties appear and this Case is thereupon dismissed —

Chapin vs White May 20. 1797

Ephraim Chapin of Springfield in the County of Hampshire Gentleman Plaintiff v. Jonas White Junr of Watertown in the County of Middlesex Gentleman Defendt in a plea of the Case for that the said Jonas at said ~~West~~ Springfield on the fourteenth day of March in the year of our Lord One thousand seven hundred and ninety three by his promissory Note of hand of that date for Value received promised said Ephraim by the Name of Capt Ephraim Chapin to pay him two hundred and twenty two pounds eleven shillings lawful money which is equal to Seven hundred and forty one dollars and eighty three Cents on demand with Interest till paid — Yet the said Jonas the often thereto requested has never paid the same, but hitherto has and still does unjustly neglect and refuse so to do —
To the damage of the said Ephraim two hundred and fifty dollars —
This Case was entered at the last term in this Court and continued to to this Term — And now the plaintiff by John Hooker Esq his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ephraim recover against the said Jonas One hundred ninety three dollars fourteen Cents damages and Costs of Suit taxed at £8-9s and thereof &c

Exn issued Septr 15. 1797.

Warner vs Southwick May 21. 1797

Joshua Warner of Williamsburg in the County of Hampshire Gent plaintiff v. Samuel Southwick of Montague in the County of Hampshire Yeoman defendant in a plea of the case for that the said Samuel at said Williamsburg on the last day of October last past had there before that time done and performed for the said Joshua at his special Instance and request divers Labours and Services he the said Joshua then and there in consideration thereof undertook and faithfully promised the said Samuel to pay him so much money as he reasonably deserved to have for the same Labours and Services & the said Samuel says for the same Services and Labours he reasonably deserved to have the Sum of Thirty Seven dollars and nine Cents to wit at the time of doing and performing the same Yet said Joshua the often requested hath never performed his promise aforesaid but neglects it to the damage of the said Samuel Fifty dollars — This Case was entered at the last term in this Court and there continued to this term —

and now at this term the Plaintiff appears by Wright Strong Genl his Atty and the said Joshua by Samuel Hinckley Esq his Attorney comes and defends the force and Injury when &c and for plea says he never promised in in Manner and form as the plaintiff in his declaration hath alledgd against him and thereof puts himself on the Country and the said Samuel reserving Liberty to waive this replication at the Supreme Court and plead anew says the plea of the said Joshua is an insufficient plea and answer to the declaration and that there shall be no review on his part —
And said Joshua consenting to said reservation and promise says his plea aforesaid is a sufficient answer —
all which being seen and by the Court understood it appears to the Court that the plea aforesaid of the said Joshua by him above pleaded and the Matters therein contained is a full and sufficient answer to the declaration of the said Samuel and that he the said Samuel by his plea aforesaid ought to recieve nothing — Therefore it is considered by the Court that the said Samuel by his plea aforesaid ought to recieve nothing but that for his groundless Claim he be in Mercy &c and it is further considered that the said Joshua do recover against the said Samuel his Costs — after which —
This Case and all other demands being submitted agreable to the Statute in such Cases made and provided — the referees by the parties mutually chosen to wit Daniel Clapp Jonathan Sawyer and Solomon Clapp send here into Court their award as follows that the said Joshua Warner do recover of the said Samuel Southwick Jun the Sum of Twenty dollars and twenty seven Cents damages and Costs in two former actions including the Cost of the Referees taxed at one hundred thirty six dollars and Nine Cents and costs of Court to be taxed by the Court and that this award be in full of all demands between the said parties previous to this time —
Which Award being read here in Court the same is accepted and it is thereupon ~~ordered~~ considered by the Court that the said Joshua recover against the said Samuel twenty dollars & Seventy seven Cents damages and costs of Suit taxed at $ 145-58 — and thereof &c. —

Exn issued Sept. 10. 1797.

Eliot v Fowler & al — May 22. 1797

Samuel Eliot of Boston in the County of Suffolk Merchant Plaintiff v. Daniel Fowler of Westfield Yeoman and Saul Fowler of Southwick Esquire both in the County of Hampshire defendants — in a plea of the Case for that the said Daniel and Saul at Northampton aforesd on the twenty first day of April last past by their Notes given under their hands of that date for Value recieved jointly and Severally promised the Pltff to pay him or his order the Sum of Seventy Pounds lawful Money on demand with Interest for the same untill paid — which Sum the Pltff avers is equal to two hundred and thirty three dollars and thirty three Cents Yet the said Daniel and Saul the often requested have not paid the same nor have either of them paid it but neglect it to the damage of the said Samuel three hundred Dollars — This Case was entered at the last term in this Court and thence continued to this term — and now at this Term the Pltff by Mr Paine Genl his Attorney appears and the Deft the three times publickly called to come into Court make default of their appearance Wherefore it is considered by the Court that the said Samuel recover against the said Daniel and Saul the Sum of two hundred & Seven dollars Sixty four Cents damages and Costs of Suit taxed at $ 12.40 and thereof &c.

Exn issued Sept. 22 1797.

Huntington
vs
Broadman
Mag. 533. 1797

Hezekiah Huntington of Suffield in the County of Hartford and State of Connecticut attorney at Law Plaintiff v. William Boardman of Boston in the County of Suffolk Merchant defendant in a plea of the Case for that the said William at Suffield to wit at Northampton aforesaid on the eleventh day of March in the Year of our Lord Seventeen hundred and Ninety six was indebted to the plaintiff in the sum of One hundred thirty four dollars and three Cents for his fees Labor and Care at in and about prosecuting a Suit of and for the said William in the County and Superiour Courts at Hartford in the County of Hartford and State of Connecticut against Peter Sachet at the special instance and request of the said William and before that time used done and performed as his Attorney and on his retainer and also for money by the said Hezekiah for the said William at his instance & request before that time in that behalf expended laid out and paid & being thereupon so indebted the said William in consideration thereof afterwards that is to say on the same day and Year aforesaid at Northampton aforesaid undertook and faithfully promised him to pay him the same sum of Money on demand. And whereas also the said William afterwards that is to say on the said eleventh day of March in the Year aforesaid at Suffield to wit at Northampton aforesaid in the County of Hampshire aforesaid in consideration that the said Hezekiah as Attorney for the s^d William at the like instance and request of the said William and on his retainer had before that time done and performed and bestowed other Labor and Service in and about prosecuting a Suit against one Peter Sachet in s^d Courts and had at the like instance and request of the aforesaid William expended laid out and paid divers other sums of Money in that behalf undertook and to the said Huntington then and there faithfully promised to pay him as much money as he should reasonably deserve to have for the same Labor and Care last mentioned and also as much as he expended laid out and paid in that behalf on demand - And the said Hezekiah in fact says that he reasonably deserved to have for the same Labor and Care last mentioned of the said William other One hundred & thirty four dollars and three Cents that is to say at Suffield to wit at Northampton aforesaid in the County aforesaid whereof the aforesaid William afterwards that is to say the same day and Year had notice - Yet the often requested the said William hath never paid either of said Sums but neglects it & refuses so to do - To the damage of the said Hezekiah two hundred & Sixty dollars

This Case was entered at the last term of this Court and continued to this term And now at this term the plaintiff by Williams Gay his Attorney appears - and the said William Bodman by Samuel Hinckley Esq. his Attorney comes into Court and defends the force and Injury when &c and for plea says he never promised the Pltff in manner and form as he in his declaration hath alledged against him and thereof puts himself on the Country for trial -

And the plaintiff reserving to himself Liberty to waive this demurrer and joinder issue tendered at the Court above says that the plea aforesaid of the said William is insufficient ——— And the said William agreeing to said reservation by his Att^y says his plea is sufficient — All which being seen and fully understood by the Court it appears to the Court that the Plea of the said William by him above pleaded is a full and sufficient answer to the pltffs declaration and the matters therein contained and that the said Samuel by his plea aforesaid do receive nothing - Wherefore it is considered by the Court that the said Samuel by his plea aforesaid do receive nothing but that for his ground left Him

he be in Mercy &c. and it is further considered by the Court that the s^d William do recover against the said Samuel his Costs and thereof &c.
Whereupon the said Samuel by his Attorney appeals and appeals from this Judgment of this Court to the Supreme Judicial Court to the next Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth Tuesday of September instant and recognizes with Surties for his prosecuting the same appeal with effect. —

Southhadley vs Granby May 1532/ 1797

The Inhabitants of the Town of Granby Appl^ts. & the Inhabitants of the Town of Southhadley Appl^ees from a Judgment of Samuel Pinchley Esq. one of the Justices of the peace for the County of Hampshire on the original Complaint before said Justice the said Inhabitants of Southhadley were Complainants & against the said Inhabitants of Granby — wherein the said Town of Southhadley by Amos Pellegg and Daniel Moody Overseers of the Poor, complains and shew that Comfort Domer now resident in said Town is poor and become chargeable to said Town, and that her lawful Settlement is in the Town of Granby in the said County of Hampshire — Wherefore your Complainants pray that after a Course of proceedings had, the lawful Settlement of said Comfort Domer, may be adjudged to be in said Town of Granby and that she may be removed thither by Warrant accordingly — Your Complainants further pray Judgment for damages & for expences, incurred on account of said Comfort Domer, an account thereof is annexed and for such as may accrue till the time of Judgment and for Costs —
March 10. 1797.
This Case was entered at the last term of this Court and continued to this Term — And now at this term The Town of Southhadley by their agents appear and the Town of Granby by John Preston, Samuel Clarke and Joseph Eastman their Agents come and defend and for plea say that the said Comfort Domer never had any lawful Settlement within the Town of Granby aforesaid and of this put themselves on trial —
and the Town of Southhadley likewise by their agents Seth Moody and Gardner Preston — all which being seen and understood by the Court it appears to the Court that Peter Domer who died in the year 1763 — and who was the Father of said Comfort the Pauper was seized in fee of a house and land in that part of Southhadley which was afterwards incorporated by the Name of Granby and lived upon the same many Years before his death with his said Daughter — and that both had a legal Settlement there — That a short time before his death said Peter conveyed his said real Estate to the said Comfort who lived upon the same estate some time after her Fathers ~~Estate~~ Death — That the said Act whereby Granby was incorporated was passed in June 1768 — before which time the said Comfort sold her said real estate but always lived in that part which was incorporated by the Name of Granby from the death of her Father until Nov^br 1768. and was an Inhabitant there at the time of the said incorporation and was one of the Inhabitants who with the Lands described in the said Act were incorporated thereby — That in Nov^br 1768 — The said Comfort went to live at the House of Daniel Crowfoot in Southhadley and continued there a Month and in March 1769 she removed her Goods and Effects from Granby to s^d Crowfoots and has remained in Southhadley since that period excepting a

a short time in 1771 when upon the application of the Selectmen of Southwardly to Samuel Mather Esq. then a Justice of the peace for said County, she was by Vertue of a Warrant from said Justice removed to Granby — Which application and Warrant with the proceedings thereon are in this Case — That the said Comfort soon after her removal to Granby as aforesaid came back to Southwardly and has continued there ever since but has not gained any Settlement there by purchase or otherwise —

Thereupon it is considered by the Court that the said Comfort is a legal Inhabitant of the said Town of Granby — and that the Inhabitants of the Town of Southwardly recover against the Inhabitants of the Town of Granby Thirty four dollars and fifty Cents damages and Costs of Suit taxed at $36-19 — And thereof they may have their Writs

Wrt. of removal issued Sept^br 18. 1797.

Strong v Brown May 5 37. 1797.

Caleb Strong of Northampton in the County of Hampshire Esq Pltff v Silas Brown of East hampton in the same County Gent^n defendant in a plea of the Case as by the Pltffs Writ and declaration on file — This Case was entered at the last term of this Court and continued to this term and now at this Term plaintiff becomes nonsuit and the defend^t makes default of his appearance in Court and the Case is thereupon dismissed —

Pierce v Mason Septr 4. 1797

Richard Peirce of Middlebury in the County of Addison and State of Vermont Gentleman Plaintiff v. Edward Mason of Sevenzy in the County of Bristol Gentleman Defend^t. in a plea of Covenant broken as by the plaintiffs Writ and declaration on file — This Case was entered at this Term. and neither of the parties appear and this Case is thereupon dismissed —

Catlin v. Bunt Sept^br 2. 1797.

Richard Catlin of Deerfield in the County of Hampshire Yeoman Pltff v Ithamar Bunt of the same Deerfield Gent^n Defend^t. in a plea of the Case for that the said Ithamar at said Deerfield on the twelfth day of March last past by his Note under his hand of that date for Value received promised the said Richard to pay him or order the sum of Eighty dollars on or before the first day of June then next with lawful Interest till paid — Yet the said Ithamar the often requested hath never paid the same or any part thereof but neglects it to the damage of the said Richard One hundred Dollars — The plaintiff by Wright Strong Gent^n his attorney appears and the Deft the three times publickly called to come into Court makes default of his appearance here. — Whereupon it is considered by the Court that the said Richard recover against the said Ithamar Eighty two dollars and forty Cents damages and Costs of Suit taxed at $82-77 and thereof &c. —

Ex^n issued Sept^br 19. 1797

Rowe v Dickman Sept. 3. 1797.

Daniel Rowe of in the County of Hampshire plaintiff v Thomas Dickman of Greenfield in the same County Defendant — This Case was entered at this term of this Court and the said Daniel the three times publickly called to come into Court, becomes nonsuit and the Defend^t is defaulted and this Case is thereupon dismissed — —

Cooley v Hildreth Septr 5. 1797.

Azariah Cooley of Deerfield in the County of Hampshire Yeoman Pltff. v Abel Hildreth of Deerfield in the County aforesaid Yeoman Deft in a plea of the case for that the said Abel at Deerfield aforesaid on the third day of September in the year of our Lord Seventeen hundred & ninety

Ninety Six by his Note under his hand of that date for Value received promised the said Azariah to pay him or his order the sum of three pounds Seventeen shillings and equal to twelve dollars and Eighty three Cents. on demand with lawful Interest for the same untill paid — Yet said Abel though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Azariah fifteen dollars — The plaintiff by Wright Strong Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes defaut of his appearance here Whereupon it is considered by the Court that the said Azariah recover against the said Abel thirteen dollars and Sixty two Cents damages and Costs of Suit taxed at $6. 34 and thereof &c.

Exd Issued Septr 19. 1797.

Stebbins vs Allis Sept. 10. 1797.

Joseph Stebbins of Deerfield in the County of Hampshire Gentleman Plff v Joel Allis of Conway in the same County Yeoman Deft in a plea of the Case for that the said Joel at said Deerfield on the eighteenth day of May in the Year of our Lord Seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the said Joseph by the Name of Joseph Stebbins Junr to pay him or his order the sum of Forty Pounds four shillings and six pence (equal to One hundred & thirty four dollars and eight Cents) on demand with lawful Interest for the same untill paid — Yet said Joel though often requested hath never paid the same or any part thereof but neglects it — to the damage of the said Joseph two hundred dollars —
The plaintiff by Wright Strong Gent. his Attorney appears and the Deft the three times publickly called to come into Court makes defaut of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Joel the Sum of One hundred forty three dollars thirty three Cents damages and Costs of Suit taxed at $5-75 and thereof &c.

Exd issued Sept. 19th 1797.

Barnard vs Smith Sept. 11. 1797

Erastus Barnard of Deerfield in the County of Hampshire Innholder Plff. v. Francis Smith of the same Deerfield Yeoman Defendant in a plea of the Case for that said Francis at said Deerfield on the sixth day of April current by his Note under his hand of that date for Value received promised the said Erastus to pay him or his order the sum of Twenty nine dollars and fifty Cents on demand — Yet the said Francis though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Erastus Barnard Fifty Dollars — The plaintiff by Wright Strong Gent. his his Attorney appears and the defendant tho three times publickly called to come into Court makes defaut of his appearance here — Wherefore it is considered by the Court that the said Erastus do recover against the said Francis the Sum of thirty dollars twenty seven Cents damages and Costs of Suit taxed at $6-77. and thereof &c. — —

Exd issued Sept. 19. 1797.

Locke vs Rand Sept. 19. 1797.

Jonas Locke of Deerfield in the County of Hampshire Gent. Plaintiff v. Aaron Rand of the same Deerfield Trader Defendant in a plea of the Case for that the said Aaron at said Deerfield on the first day of September last past by his Note under his hand of that date for Value received promised the said Jonas to pay him or his Order the Sum of two hundred and twelve pounds, equal to seven

hundred Six dollars and Sixty Seven Cents on demand with lawful Interest for the same untill paid - Also for that the said Aaron at said Deerfield on the fourth day of April last past by his other Note under his hand of that date for Value received promised the said Jonas to pay or his order the sum of One hundred and twelve pounds, equal to Three hundred and Seventy dollars on demand with the lawful Interest for the same sum untill paid — Also for that the said Aaron at said Deerfield on the ~~twelfth~~ twenty fifth day of April last past by his other Note under his hand of that date for Value received promised the said Jonas to pay him or his order the sum of Forty seven pounds seven shillings and eight pence (equal to One hundred and fifty seven dollars and Ninety four Cents) on demand with Int.t for the same Sum till paid - Yet the said Aaron though often requested hath never performed any or either of his said promises but neglects it To the damage of the said Jonas fifteen hundred dollars —

The plaintiff by Wright Strong Gent.t his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonas recover against the said Aaron the Sum of One thousand three hundred and Seventeen dollars, fifty four Cents damages and Costs of Suit taxed at $6.74 and thereof &c

Ex.n ignd Sept.r 19. 1797. —

Beales vs Arms — Sept. 14. 1797

Enoch Beales of Goshen in the County of Hampshire Yeoman Pltff v. Thomas Arms Junr. of Deerfield in the same County Yeoman Deft in a plea of the Case for that the said Thomas at said Goshen on the twenty sixth day of July last past by his Note under his hand of that date for Value received promised the said Enoch to pay him or his order the Sum of Sixteen dollars and one third of a dollar (equal to fifteen dollars and thirty three Cents) on demand with lawful interest for the same untill paid - Yet said Thomas tho often requested hath never paid the same or any part thereof but neglects it to the damage of the s.d Enoch Thirty Dollars.

The plaintiff by Wright Strong Gent. his Attorney appears and the Deft tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Enoch recover against the said Thomas the sum of Seventeen dollars forty three Cents damages and Costs of Suit taxed at $9.15 and thereof &c

Ex.n ignd Sept. 19. 1797.

Butterfield vs Walkup — Sept. 17. 1797.

Abel Butterfield of Leaverett in the County of Hampshire Yeoman Appelt. v. Thomas Walkup of the same Leaverett Blacksmith Appellee on an appeal from the Judgment of Joshua Green Esq: one of the Justices of the Peace for the County of Hampshire in an action or plea of the Case wherein the said Thomas Walkup was the original plaintiff and the said Abel Defendant - and now the said Abel appears here in Court by his Attorney appears and the said Thomas tho three times publickly called to come into Court and prosecute his action against the said Abel becomes nonsuit - it is therefore considered by the Court that the appellant recover against the appellee his Costs taxed at Six dollars & Eighty three Cents and thereof &c.

Ex.n ignd Sept.r 19. 1797.

Aaron Clapp and Aaron Clapp Junr. both of the District of East Hampton in the County of Hampshire Traders under the firm of Aaron Clapp and Son and Joseph Sylvester Bailey of Chesterfield in the same County Trader Part ies in a Rule of reference duly entered into and acknowledged agreable to the Statute in such Cases made and provided — and now the referees by them mutually chosen to wit Elijah Hunt. Arahel Pomeroy and Gains Pomeroy send here into Court their awards as follows — That the Ds Aaron Clapp and Aaron Clapp Junr. recover of the said Joseph S. Bailey the Sum of Seventy one dollars and seven Cents damages and Costs of this reference taxed at fifty Cents only, Costs of Court to be taxed by the Court. Which award being here read the same is accepted of by the Court Wherefore it is considered by the Court that the said Aaron Clapp and Aaron Clapp Junr. recover against the said Joseph Sylvester Bailey the Sum of Seventy one dollars Seven Cents damages and Costs of Suit taxed at $5-25 and thereof &c.

Clapp & al. v. Bailey — Sept. 18. 1797.

Exn issued Sept. 22. 1797.

Ozias Flower of West Springfield in the County of Hampshire Yeoman v. Josiah Flower of Chester in the County of Hampshire Merchant defendant in a plea of trespass on the Case for that the said Josiah at West Springfield aforesaid on the tenth day of November last partly his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order five hundred spanish milled dollars on demand with Interest till paid — also for that the said Josiah at West Springfield aforesaid on the tenth day of November last past being justly indebted to the plaintiff in the Sum of five hundred spanish milled Dollars for the like sum of Money by the aforesaid Josiah for the aforesaid Pltff and to his use before that time had and received and being so indebted in consideration thereof assumed upon himself and to the Pltff then and there faithfully promised to pay him the same Sum together with the Interest on demand — Yet the said Josiah tho often requested hath never paid the Contents of his said Note or performed his said promise but unjustly neglects and refuses so to do — to the damage of the said Ozias the Sum of Seven hundred Dollars —

Flower v. Flower — Sept. 19. 1797.

The pltff by John Ingersoll Gent. his Attorney appears, and the Defdt. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ozias recover against the said Josiah the Sum of Five hundred and twenty five dollars damages and Costs of Suit taxed at $7-19. and thereof &c.

Exn issued Sept. 28. 1797.

Alvin Fordick and Lewis Lambert both of Boston in the County of Suffolk Joint dealers in trade Plaintiffs v. Francis Flower of Westfield in the County of Hampshire Merchant in a plea of trespass on the Case for that the said Francis at Westfield aforesaid on the twenty fifth day of January in the Year of our Lord one thousand seven hundred and Ninety seven by his Note in writing under his hand of that date for Value received promised the plaintiffs under the name and firm of Fordick and Lambert to pay them or their order two hundred and Ninety eight dollars on de-

Fordick & al. v. Flower — Sept. 22. 1797.

mand

demand with Interest - Yet the said Francis tho often requested the Contents of said Notes to the pltff: or to either of them but unjustly neglects it — To the damage of the said Alvan and Lewis Four Hundred Dollars ——
The plaintiff by John Ingersoll Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court, that the said Alvin and Lewis recover against the said Josiah the Sum of Three hundred and ~~fifteen~~ Nine dollars and fifteen Cents damages and Costs of Suit taxed at $8-51 and thereof &c.

Exⁿ issued Septᵇʳ 14 - 1797. —

Curtiss vs Bailey et al Sept. 23. 1797.

Frederick Curtiss of Dalton in the County of Berkshire Yeoman Pltff v. ~~Lucilian~~ Barzillai Healy, Jonathan Pierce, Ebenezer Orcutt, Joseph Bailey Solomon Russell and Joseph Sylvester Bailey all of Chesterfield in the County of Hampshire Gentlemen Defendants in a plea of trespass on the Case - as by the plaintiffs Writ and declaration on file — And now the plaintiff tho three times publickly called to come into Court becomes nonsuit - and the defendant defaulted and thereupon this case is dismissed.

Schenerhorne vs Powell & Hall Sept. 24. 1797

John W Schenerhorne of Stephentown in the County of Rensselaer and State of New York Esquire Plaintiff v. Elijah Powell Yeoman & Ambrose Hall Gentleman both of Lanesborough in the County of Berkshire Defendants. in a plea that the said Elijah and Ambrose render to the said John four thousand six hundred and sixty three dollars and thirty three Cents which to him they owe and from him unjustly detains and whereupon the said John complains that whereas the said Elijah and Ambrose on the fourteenth day of March in the Year of our Lord One thousand seven hundred and ninety six at said Lanesborough to wit at Northampton aforesaid by their certain writing obligatory, sealed with their Seals and now here ready to be shown to the said Court, acknowledged themselves to be held and stand firmly bound unto the said John by the Name & description of John Schenerhorne of Stephentown in the County of Albany and State of New York Esquire in the said Sum of four thousand six hundred and Sixty three dollars to be paid to the said John when they should be thereto requested - Yet the said Elijah and Ambrose altho often requested have never paid the said Sum of Money or any part of it. but they and each of them to do it but they and each of them to do it unjustly neglect and detain the same - to the damage of the said John — Five thousand Dollars ——
And now the plaintiff by Thomas Gould Gent. his Attorney appears & the Defendants altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by Court that the said John Schenerhorne recover against the said Elijah Powell and Ambrose Hall the Sum of Two thousand four hundred and ten Dollars and Ninety four Cents damages and Costs of Suit taxed at $9-61 - and thereof ~~he~~ — he may have his Exⁿ for One thousand five hundred and Seventy eight dollars and Sixty Cents part of the debt aforesaid and his Costs of Suit taxed at Nine Dollars and Sixty one Cents ——

Exⁿ issued Septᵇʳ 16. 1797

John Worthington of Springfield in the County of Hampshire Esquire Plaintiff v. John Baker of Northampton in the same County Yeoman defendant, in a plea of the Case for that the said John Baker on the twenty eighth day of August in the Year of our Lord one thousand seven hundred and eighty eight at Northampton aforesaid, by his promissory Note in writing under his hand of that date for Value recived by the Name and Addition of John Baker of Westhampton Son of John Baker of Northampton, promised the said John Worthington of Springfield to to pay him or order Twenty eight Pounds seven shillings and six pence then lawful silver Money at six shillings and eight pence per ounce) equal to Ninety four dollars and fifty Cents & three Mills) on demand with Interest — Yet the said John Baker though often thereto requested hath never performed his said promise or ever paid the Contents of said Note but unjustly neglects it to the damage of the said John Worthington Fifty Dollars —

Worthington v. Baker Sept. 28. 1797.

The plaintiff by S. Stoddard Gent. his attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John Worthington recover against the said John Baker the Sum of Thirty three dollars and Sixty four Cents damages and Costs of Suit taxed at $6-19 and thereof &c

Ex. issued Sept. 25. 1797. —

Enos Foote of Southwick in the County of Hampshire, Merchant, Plaintiff v. Joseph Tier of West Springfield Yeoman and Stephen Webster of Southwick in the same County Yeoman Defendants, in a plea of trespass on the Case for that whereas the said Joseph and Stephen at said Southwick on the third Day of May last past by their promissory Note of hand of that date for Value recived promised the said Enos to pay him four pounds nine shillings and ten pence lawful Money equal to fourteen dollars and ninety seven Cents with Use (meaning with Interest till paid) Yet the said Joseph and Stephen have not performed their promise, but hitherto have and still do unjustly neglect and refuse to do it, to the damage of the said Enos Thirty Dollars — The plaintiff by Eli P. Ashman his Att'y. appears and the Defendants tho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Enos recover against the said Joseph and Stephen the Sum of fifteen dollars and twenty nine Cents and Costs of Suit taxed at $6-52. and thereof &c.

Foote v. Tier & Webster Sept. 31. 1797.

Ex. issued Sept. 16. 1797 —

Azariah Mitchel of Russell in said County of Hampshire Yeoman Pltff. v. Thomas Pillam of Westfield in the same County Yeoman Defendant in a plea of trespass on the Case for that whereas the said Thomas at said Westfield on the thirteenth day of April in the Year of our Lord seventeen hundred and Ninety six by his promissory Note of hand of that date for Value received of the said Azariah to pay him forty pounds lawful money (equal to One hundred thirty three dollars thirty three Cents) on the Seventeenth day of April one thousand seven hundred and ninety seven (meaning in that Year of our Lord) with Interest after that term (meaning after said twentieth day of April — Yet the said Thomas tho often thereto requested has not performed his said promise but unjustly neglects and refuses to do it — To the damage of the said Azariah Seventy dollars The plaintiff by Eli P. Ashman Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default —

Mitchel v. Pillam Sept. 29. 1797

default of his appearance – Wherefore it is considered by the Court that the said Azariah do recover against the said Thomas the Sum of Fifty seven dollars and twenty five Cents damages and Costs of Suit taxed at Seven Dollars and thirty six Cents and Execut &c.

Dam. $57. 25. Costs. 7. 36.

Exec. signed Sept. 16. 1797.

Adams & Sikes vs Pilham Sept. 10 1797

Ebenezer Adams and Samuel Sikes both of London in the County of Berkshire Traders plaintiffs v. Thomas Pilham of Westfield in the County of Hampshire Yeoman Defend. in a plea of trespass on the Case for that whereas the said Thomas at said Westfield on the fifteenth day of August current by his promissory Note of hand of that date for Value received promised the said Ebenezer and Samuel by the name and description of Adams and Sikes to pay them twenty one dollars and thirty one Cents on demand with Interest – Yet the said Thomas tho often requested hath not performed his said promise but hitherto has and still does unjustly neglect and refuse to do it To the damage of the said Ebenezer and Samuel Forty dollars. —— The plaintiffs by Eli P. Ashman his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Ebenezer and Samuel recover against the said Thomas the sum of Twenty One dollars forty two Cents damages and Costs of Suit taxed at Seven Dollars Ninety Seven Cents and Execut &c.

Dam. 21. 42. Costs $7. 97.

Exec. signed Sept. 16. 1797. —

Adams & Sikes vs Clarke Sept. 41. 1797

Ebenezer Adams and Samuel Sikes both of London in the County of Berkshire Traders and Joint dealers in Merchandize Pltffs. v. Daniel Clarke of Granville in the County of Hampshire Blacksmith Defend. in a plea of trespass on the Case for that whereas the said Daniel at London to wit at said Northampton on the twenty sixth day of May last past by his promissory Note of hand of that date for Value received promised the said Plaintiffs by the Name and description of Adams and Sikes to pay them or their order fifteen dollars and seven Cents with Interest on demand – Yet the said Daniel tho often requested hath never performed his said promise but unjustly neglects and refuses to do it – To the damage of the said Ebenezer and Samuel Forty Dollars – The plaintiff by Eli P. Ashman Gent. his Attorney appears & the Def. tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Ebenezer and Samuel do recover against the said Daniel the sum of Fifteen dollars and thirty eight Cents damages and Costs of Suit taxed at eight dollars five Cents and Execut &c

Dam. $15-38. Costs $8 [illegible]

Exec. signed Sept. 16. 1797.

Lloyd vs Phillips Sept. 45. 1797. No. 43

John Lloyd of Blanford in the County of Hampshire Blacksmith Plaintiff v. Nathan Phillips of the same Blanford Blacksmith alias Nathan Phillips of West Springfield in the same County Blacksmith in a plea of trespass on the Case for that whereas the said Nathan at said Blanford on the eighteenth day of April last past was justly indebted to the said John in the sum of Eighty dollars for so much money before that time there by the said Nathan to and for the use of the said John had and received and being so thereof indebted he the said Nathan then and there in consideration thereof assumed on himself and faithfully promised the said John to pay him the same sum on demand —— also for that whereas the said Nathan at said Blanford on the same day

day in Consideration that the said John had there before that time at the special instance and request of the said Nathan paid and delivered the said Nathan the Sum of Eighty dollars assumed on himself and faithfully promised the said John to work for him Six Months ~~right off~~ meaning the six months then next following the time of making the said promise. and the said John in fact says that the said Nathans said Work for the said six Months would have been well worth the Sum of Eighty Dollars whereof the said Nathan there immediately afterwards to wit on the same day had due notice — — —
Also for that whereas the said Nathan at said Blanford on the same day was justly indebted to the said John in the sum of Eight dollars and eleven Cents as well for divers goods Ware and merchandizes there before that time by the said John to the said Nathan and at his like instance and request sold and delivered and for divers works Labour and services by the said John he the said ~~John~~ Nathan and at his like instance and request done & performed for the use of the said Nathan of the said John there before that time by the said Nathan and at his like instance and request had and used as for the use of a certain Sad Horse of the said John in covering a certain Mare of his the said Nathan at his like instance and request and being so indebted he the said Nathan then and there in consideration thereof assumed on himself and faithfully promised the said John to pay him the same Sum on demand — Yet the said Nathan tho often requested hath not performed his said promises nor either of them but hitherto hath and still doth unjustly neglect and refuse to do it — to the damage of the said John Seventy Dollars — and whereas the said John saith that the said Nathan has not in his own hands and possession Goods and estate to the value of Seventy dollars aforesaid which can be come at to be attached but has entrusted to and deposited in the hands and possession of Russell Falley of Montgomery ~~of~~ in said County Blacksmith Trustee of the said Nathan Goods Effects and Credits to the said value. We command you therefore &c —
The Plaintiff by Eli P. Ashman Genl. his Attorney appears —
and the said Russell Falley agent as aforesaid comes here into Court and being examined under Oath says " That about the 28th of July last past he gave to said Nathan his Note of hand for five dollars — on which he paid before the commencement of the Suit one dollar and Sixty Cents the remainder is due — he had also in his hands at the time of the Service two pairs of Small Steelyards the goods of said Nathan" —
and the said Nathan tho three times publicly called to come into Court makes defaults of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Nathan the Sum of Forty four dollars and Seventy four Cents damages and Costs of Suit taxed at Twelve dollars and fifty four Cents and thereof &c

Dam. $44.74. Costs $12.54.

Ex. issued Sept. 16. 1797.

Bates vs Rose Sept. 15. 1797.

Reuben Bates of Chester in the County of Hampshire Cordwainer Plaintiff vs. Constant Rose of Granville in the same County Widow defendant in a plea of trespass on the case for that whereas the said Constant at said Granville on the thirteenth day of July last past by her promissory Note of hand of that date for value received promised the said Reuben to pay him the Sum of Twenty two dollars and fifty Cents on demand with Interest — Yet the said Comfort tho often requested hath not —

not performed her promise aforesaid but neglects it to the damage of the said Reuben Thirty Dollars—
The plaintiff by Eli P. Ashman his attorney appears and the Defendant the three times publickly called to come into Court makes default of her appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said Comfort the Sum of twenty two dollars and Seventy two Cents damages and Costs of Suit taxed at Seven dollars and ninety six Cents —
Dam. 22.72. Costs $7.96.

Exd issued Sept. 16 1797—

Grosvenor v Babcock Sept. 20. 1797

Willard Grosvenor of Suffield in the County of Hartford and State of Connecticut Yeoman Plff. v. Horace Babcock of Wilbraham in the County of Hampshire ~~and State of Connecticut~~ Yeoman Defendant Pleas of the Case for that whereas the said Horace at Northampton aforesaid on the third day of February in the year of our Lord one thousand seven hundred and Ninety Seven by his promissory Note under his hand of that date for Value received promised the said Willard to pay him Twenty dollars and Seventy five Cents Lawful money in one month from the date thereof with lawful Interest for the same from the date thereof untill paid — Yet the said Horace the often requested hath never paid the plaint — the same or any part thereof but unjustly neglects and refuses so to do — to the damage of the said Willard Thirty dollars —
The plaintiff by Jonathan Dwight Junr. Gent. his Attorney appears & the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Willard recover against the said Horace the Sum of Twenty one dollars fifty Cents damages and Costs of Suit taxed at Seven dollars ninety Seven Cents and thereof &c.
Dam. $ 21.50. Costs $ 7.97.

Exd issued Sept. 19. 1797

Peare v Marble et al Sept. 58. 1797

Cummings Peare of Wilbraham in the County of Hampshire Yeoman Plaintiff v. Joseph Marble Yeoman and John Dowl Yeoman both of the same Wilbraham Defendants in a Plea of the case for that the said Joseph and John at Wilbraham aforesaid on the tenth day of January last past by their promissory note under their hands of that date for Value received jointly and severally promised the said Cummings to pay him fifty Dollars Lawful money by the first day of April then next. Yet the often thereto requested the said Joseph and John have not nor hath either of them ever paid the plaintiff the same Sum or any part thereof but unjustly neglect it to the damage of the said Cummings Peare Seventy dollars —
The plaintiff by Jonathan Dwight Junr. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Cummings recover against the said Joseph and John the Sum of Forty eight dollars and forty Cents damages and Costs of Suit taxed at Eight dollars and Seven Cents and thereof &c —
Dam $ 48-40 — Costs $ 8-7 —

Exd issued Sept. 19. 1797.

Dwight & ux v Scott et al Sept. 55. 1797

Ephraim Scott of Ware Jonathan Dwight Esquire and James Scott Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs v. Ephraim Scott of Ware in said County Yeoman & Ole. v Newton of Springfield in the same County Armourer, Defendants —

in a plea of the Case for that the said Ephraim and Oliver at Northampton aforesaid on the twenty fifth day of March last past by their promissory Note under their hands of that date for Value received the said Ephraim and Oliver jointly and severally promised the said Jonathan and James by the Name of Jonathan Dwight and Son to pay them or their order Sixty Six dollars and forty three Cents lawful money in Ninety days from the date thereof - Yet the often thereto requested the said Ephraim & Oliver have never nor hath either of them paid the Plaintiffs the same or any part thereof but unjustly neglect and refuse so to do - to the damage of the said Jonathan and James Eighty Dollars -

The plaintiffs by Jona. Dwight Junr. their Attorney appear & the Defendants tho three times publickly called to come into Court make default of their appearance here - Wherefore it is considered by the Court that the Jonathan and James recover against the said Ephraim and Oliver the Sum of Sixty Seven dollars and twenty five Cents damages and Costs of Suit taxed at $ 8-49 - and thereof &c.

Exd. Sept. 19. 1797.

Carp & Drake vs Farnsworth Sept. 27. 1797.

Samuel Carp Merchant and Christopher Drake Merchant both of the City of New York and State of New York Plaintiffs v. Joseph Farnsworth of Stockbridge in the County of Berkshire Gentleman Defendant in a Plea of the case for that the said Joseph at Stockbridge to wit at Northampton aforesaid on the fifteenth day of January last past by his promissory Note under his hand of that date for Value received promised Phineas Hicks and Samuel Sikes by the name of Hicks and Sikes to pay them or their order One hundred and three pounds three shillings and three pence equal in value to three hundred and Sixty three dollars and thirty eight Cents lawful money on demand with the lawful interest for the same Sum until paid and the said Hicks and Sikes there afterward on the same fifteenth day of January made their certain indorsement with their own hands subscribed and thereby ordered the Contents thereof then wholly due and unpaid to be paid to the said Samuel Carp and Christopher Drake or their order of all which the said Joseph there afterward the same day had notice and so became liable to pay the pltffs. the same according to the tenor and effect of said Note and said indorsement and being so chargeable the said Joseph then and there in consideration thereof undertook and faithfully promised the Plaintiffs to pay them the same accordingly - also for that the said Joseph at Northampton aforesaid on the same first day of July instant was justly indebted to the plaintiffs in the Sum of four hundred Dollars lawful Money for so much Money before that time lent and received to the use of the plaintiffs and being so indebted the said Joseph then and there in consideration thereof undertook & faithfully promised the said Carp and Drake to pay them the last mentioned Sum on demand - Yet the often thereto requested the said Joseph hath never paid the plaintiffs the same or any part of the aforesaid Sums or in any way performed either of their said promises but unjustly neglect it to the damage of the said Carp and Drake Four hundred Dollars -

The plaintiffs by Jonathan Dwight Junr. Gent. their Attorney appear and the Defendant tho three times publickly called to come into Court makes default of his appearance here - wherefore it considered by the Court that the said Carp and Drake recover

against the said Joseph Farns with the sum of three hundred seventy Nine Dollars forty five Cents damages and costs of Suit taxed at Nine dollars and Seventy One Cents - after all which the said Joseph by John Chandler Williams Esq. his attorney comes and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the fourth tuesday of September instant and engages with Sureties for prosecuting the same appeal with effect ——

Dwight & Son vs Town Sept. 5d. 1797

Jonathan Dwight Esquire and James Scott Dwight Merchant, both of Springfield in the County of Hampshire plaintiffs vs Jonathan Town of Belchertown in the same County Husbandman defdt. in a plea of the Case for that the said Jonathan Town at said Northampton on the third day of March last past by his promissory Note under his hand of that date for Value received promised the plaintiffs by the Names of Jonathan Dwight and Son to pay them or their order Fifty two Dollars & fifty five Cents lawful money on demand with lawful Interest for the same untill paid - Yet the often thereto requested the sd Town hath never paid the plaintiffs the same or any part thereof but unjustly neglects it - to the damage of the said Jonathan and James Seventy Dollars —

The plaintiffs by Jon. Dwight Jun. their Attorney appeared and the Defend. the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jonathan and James Scott Dwight recover against the said Jonathan Town the Sum of Fifty four dollars twelve Cents damages and Costs of Suit taxed at $ 6..79 and thereof &c ——

Dam. 54.12
6.79.

Exn issued Sept. 19. 1797.

White & Barr vs Gignet Sept. 6d. 1797

Consider White of Worthington in the County of Hampshire Trader and James Barr of Hartford in the County of Hartford and State of Connecticut Trader Plaintiffs vs Louis Nicholas Gignet of the same Worthington Physician Defdt in a plea of Trespass on the Case for that the said Louis at Worthington aforesaid on the fifteenth day of April in the year of our Lord fourteen hundred and Ninety six by his Note in writing under his hand of that date for Value received promised the pltffs under the Name and firm of White and Barr to pay them or order the just Sum of One hundred Forty seven dollars Sixty eight Cents with Interest annually, meaning to be paid on demand Yet the said Louis tho thereto often requested hath never paid the Contents of said Note to the plaintiffs or either of them but unjustly neglects it to the damage of the said White and Barr the sum of Two hundred dollars.

The plaintiffs by Benjamin Parsons Gent. their attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Consider White and James Barr recover against the said Louis Nicholas Gignet the Sum of One hundred and Sixty dollars and fifty eight Cents damages and Costs of Suit taxed at Eight dollars and Sixty three Cents and thereof &c

Dam $ 160-58
Costs $ 8-63

Exn issued Oct. 14. 1797.

Consider White of Worthington in the County of Hampshire, and James Burr of Hartford in the County of Hartford and State of Connecticut, late Joint Traders Pltff. vs. Jonathan Ring of Worthington aforesaid Yeoman defendant — in a Plea of the Case for that the said Jonathan at said Worthington on the twenty ninth day of December in the Year of our Lord seventeen hundred and ninety five by his Note in writing under his hand of that date for Value received promised the plaintiffs by the Name of White and Burr to pay them or order fifteen dollars & fifty Cents with Interest on demand till paid — Yet the said Jonathan tho often requested hath never paid the Contents of said Note but unjustly ought it To the damage of the said White and Burr Thirty Dollars. —

White & Burr vs Ring Sept. 66. 1797.

The Plaintiffs by Benj Parsons Gent. their Attorney appear and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Consider White and James Burr recover against the said Jonathan Ring the Sum of Seventeen dollars and five Cents damages and Costs of Suit taxed at eight Dollars & twenty seven Cents and thereof &c. —

Dam. $ 17. 5.
Costs. $ 8-27.

Exd. issued Sept. 28 1797.

John Williams of Goshen in the County of Hampshire Trader Pltff. vs Philip White of the same Goshen Blacksmith Defendant, in a plea of Trespass on the Case for that the said Philip at said Goshen on the twenty eighth day of February last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Eighteen Dollars and twenty Cents with Interest till paid — Yet the said Philip tho often requested hath never paid the Contents of said Note but unjustly ought it — To the damage of the said John twenty Dollars — The Plaintiff by B. Parsons Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John Williams recover against the said Philip White the Sum of Eighteen dollars Seventy Cents damages and Costs of Suit taxed at Six dollars fifty eight Cents and thereof &c.

Williams vs White Sept. (69) 1797

Dam. $ 18-70
Costs. 6. 58

Exd. issued Sept. 20. 1797 —

William Gove of Worthington in the County of Hampshire and Levi Shepherd of Northampton in the same County Joint Traders — Plaintiffs vs Daniel Bigelow of Chester in the same County Trader Defendant — for a Writ of Scire facias as on file — The Pltff. tho three times publickly called to come into Court and prosecute their said Action become Nonsuit, and the Defendant makes default of his appearance and thereupon this Case is dismissed. —

Gove & another vs Bigelow Sept. 70. 1797.

Elisha Ladden of Chesterfield in the County of Hampshire Yeoman Plaintiff vs John Sprague of the same Chesterfield Gent. defendant in a plea of the Case for that the said John at said Chesterfield on the twentieth day of January last past by his Note in writing under his hand of that date for Value received promised the Pltff to pay him or order six pounds fifteen shillings and eight pence (which is equal to twenty two dollars & sixty one Cents) in Sixty days (which time is now past) with Interest — Yet the said John tho often requested hath never paid the Contents of said Note

Ladden vs Sprague Sept. (71) 1797.

Note but unjustly neglects it to the damage of the said Elisha Thirty Dollars — The plaintiff by B. Parsons Gent. his Attorney appears and the Defend.t the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Elisha Ludden recover against the said John Sprague the Sum of Twenty three dollars and forty six Cents damages and Costs of Suit taxed at five dollars and fifty six Cents and thereof &c.

Dam $ 23.46
Cost $ 5.56

Exec.n Issued Sept.r 21. 1797. —

Orcutt
v
Arms —
Sept.r 74. 1797.

James Orcutt of Gorham in the County of Hampshire Yeoman Pltff v. Thomas Arms Jun.r of Deerfield in the same County Yeoman Defend.t in a plea of the Case for that the said Thomas at said Gorham on the twenty sixth day of July last past by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or his order the Sum of Seventeen dollars and fifty Cents — to be paid by the first day of October then next with Interest Yet the said Thomas the often requested hath never the Contents of said Note but neglects it to the damage of the said James Thirty Dollars — The plaintiff by B. Parsons Gent. his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James recover against the said Thomas the Sum of Fifteen dollars fifty five Cents damages and Costs of Suit taxed at eight dollars thirty eight Cents & thereof &c

Dam $ 15.55
Costs $ 8.38.

Exec.n Issued Sept.r 20. 1797

Packard
v
Booth
Sept.r 75. 1797.

Noah Packard of Plainfield in the County of Hampshire Pltff v. John Booth of the City and County of New Haven and State of Connecticut Yeoman Defend.t in a plea of trespass on the Case as by the plaintiffs Writ and declaration at large on file. And now the Plaintiff the three times publickly called to come into Court and prosecute his action aforesaid becomes nonsuit and the defendant makes default also of his appearance here and this Case is dismissed —

Josiah Bond
Adm.rs Petition
Sale real Estate
& order thereon
Sept.r 76. 1797.

Humbly shews Piggy Bond and Oliver Root Executors of the last Will and testament of Josiah Bond late of Conway in the County of Hampshire deceased, that the debts due from the estate of said deceased exceed the personal estate remaining in the hands of the Executors the Sum of Two hundred Eighty five dollars and seventy six Cents and that the real estate was inventoried at Eighteen hundred and six dollars and fifty Seven Cents — therefore pray they may be licensed and impowered to sell so much of the real estate of said deceased as will produce s.d Sum with incidental Charges.

Which Petition being read here in Court together with a Certificate from the Hon.ble Judge of Probate for said County certifying to the truth of the foregoing facts and that in his opinion it is necessary that so much of Thirty three acres of Wood Land as would produce the Sum of two hundred and Eighty Seven dollars and Seventy Six Cents with incidental Charges should be sold — it is considered by the Court that the said Piggy and Oliver the Executors aforesaid be licensed and impowered to make Sale of so much of the real Estate of said deceased as will produce the Sum of Three hundred Dollars — observing the Steps of the Law in such Case and advertising the same in Northampton News papers &c.

Barzillai Hudson and George Goodwin both of the City and County of Hartford and State of Connecticut Joint Printers. Plaintiffs v. Jonathan Merrick Junr. of Montgomery in the County of Hampshire Yeoman — Defendant in a plea of trespass on the Case for that the said Jonathan at Hartford to wit at Northampton in the County of Hampshire on the twenty eighth day of June in the Year of our Lord Seventeen hundred and Seventy four by his Note of hand of that date for Value received by the Name of Jonathan Merrick promised the said Barzillai and George to pay them Nineteen pounds fourteen shillings (equal to Sixty five dollars Sixty seven Cents) on or before the first day of January 1796 (meaning to be paid on or before the first day of January in the Year of our Lord one thousand seven hundred and ninety six) with Interest till paid. Yet the said Jonathan tho thereto often requested hath not paid the Plaintiffs said Sum or any part of the same or to either of them but neglects it — to the Damage of the said Hudson and Goodwin the sum of Eighty dollars. The plaintiffs by Samuel Hinckley Esq. their Attorney appear & the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Hudson and Goodwin recover against the said Jonathan Merrick Junr. the Sum of Seventy eight dollars and thirty two Cents damages and Costs of Suit taxed at eight dollars & nineteen Cents ~~damage and Costs~~ and thereof &c — —

Hudson & Goodwin v. Merrick Sept. 78. 1797.

Dam. $78.32
Costs $8-19.

Exd. filed Sept. 16. 1797.

James Shephard of Northampton in the County of Hampshire Gent. plaintiff v. Jonathan Clap of Easthampton in said County Yeoman Yeoman alias Gent. Defendant in a plea of trespass on the Case for that the said Jonathan at Easthampton on the eighth day of March last past by his Note of hand of that date for Value received promised One Joseph Clap Junr. to pay him or order Sixteen pounds three shillings & six pence Lawf. (meaning of the late lawful money on demand with Interest — which sum the Plaintiff says is equal to Fifty three dollars and Ninety two Cents of the present Lawful Money — and afterwards to wit on the same day of the purchase of this Writ the Contents of the Note aforesaid or any part thereof not being paid by a certain indorsement in writing on the same Note subscribed with the proper hand of the ~~subscriber~~ Joseph he the said Joseph ordered the Contents of the same Note to be paid to the said James according to the tenor and effect of the same Note and the indorsement aforesaid — of which said indorsement the said Jonathan then and there had Notice by reason whereof and by force of the Law in such Case the said Jonathan became liable and chargeable to pay the Contents of the same Note to the Pltff. and being so liable and chargeable as aforesaid the said Jonathan assumed on himself and then and there faithfully promised the Plaintiff to pay him the Contents of the same Note according to the Tenor and effect of the same Note and indorsement aforesaid on demand. Also for that the said Jonathan at said Easthampton on the Seventeenth day of April last past by his other Note of hand of that date for Value received promised the said Joseph Clap Junr. to pay him or order the Sum of thirty pounds twelve shillings L.M. (meaning of the late lawful Money) on demand with Interest. and the Plaintiff says the sum last aforesaid —

Shephard v. Clap Sept. 79. 1797.

aforesaid of the late lawful Money is equal to forty five dollars and thirty three Cents and one third of a Cent of the present lawful Money afterwards to wit on the same day of the purchase of this Writ at East hampton aforesaid the Contents of the aforesaid Note or any part thereof not being paid. by a certain indorsement in writing on the same Note subscribed with the proper hand of the said Joseph he the said Joseph ordered the Contents of the said Note last aforesaid to be paid to the said James for Value received. of which said indorsement the said Jonathan there afterwards the same day of the purchase of this Writ had Notice by reason whereof and by the force of the Law in such case the said Jonathan became liable & chargeable to pay the Contents of the same Note last mentioned to the Pl. James and being so liable and chargeable as aforesaid assumed on himself and to the said James then and there faithfully promised to pay him the Contents of the same Note last above said according to the tenor and effect of the same Note and the indorsement thereof as aforesaid on demand. Also for that the sd Jonathan at Northampton aforesaid on the same day of the purchase of this Writ being justly indebted to the plaintiff in another Sum of One hundred and Seventy dollars for so much money of him the said James and to his Use by the said Jonathan there before that time had and received and being so indebted in Consideration thereof assumed on himself and to the said James then and there faithfully promised to pay him the the same sum last aforesaid on demand — Yet the sd Jonathan the often requested hath not paid the aforesaid Sum or any or either of them to the plaintiff but neglects and refuses to do it to the damage of the said James Two hundred Dollars —

The Plaintiff by Samuel Hinckley Esq. his Attorney appears. and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James recover against the said Jonathan the Sum of One hundred and fifty nine dollars and Seventy nine Cents damages and Costs of Suit taxed at five dollars and Sixty four Cents and thereof &c —

Dam. $ 159.79.
Costs $ 5. 64.

Exd issued Sept. 16. 1797 —

Williams vs Bangs Sept. 20. 1797.

Graf Williams of Williamsburg in the County of Hampshire Yeoman Plaintiff v. Reuben Bangs of Chesterfield in the same County trader defendant in a plea of trespass on the Case for that the said Reuben at Chesterfield aforesaid on the sixteenth day of January last past by his Note of hand of that date for Value received promised the plaintiff to pay him or order the Sum of Sixty dollars and sixty fourteen Cents meaning Sixty four Cents by the first day of March then next — Yet the sd Reuben the often requested hath not paid said Sum or any part thereof but neglects to do it — To the damage of the said Graf Williams the Sum of Sixty Dollars — The plaintiff by Samuel Hinckley Esq. his Attorney appears And the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Graf Williams recover against the said Reuben Bangs the Sum of Thirty dollars and Eighty three Cents damages and Costs of Suit taxed at five dollars and twenty three Cents and thereof &c —

Dam. $ ~~30. 00~~ 30. 83
Costs $ — 5. 23

Exd issued Sept. 16. 1797.

Clap vs Clap Sept. 21. 1797.

Joseph Clap Junr. of the District of East hampton in the County of Hampshire trader Pltff v. Jonathan Clap of the same East hampton on the fourth day of February last past at East hampton aforesaid

on the fourth day of February last past by his Note of hand of that date for Value received promised the said Joseph to pay him the Sum of Three hundred and Ninety nine pounds ~~five~~ shillings and three pence half penny, equal as the plaintiff says to thirteen hundred thirty one dollars five Cents with Interest — meaning with lawful Interest till paid - Yet the said Jonathan tho often requested hath not paid the plaintiff the aforesaid Sum or any part of the same but unjustly neglects and refuses to do it to the damage of the said Joseph the Sum of Fourteen hundred Dollars — — — — — — — —

The plaintiff by Samuel Hinckley Esq his Attorney appears and the defend.t tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Joseph Clapp Jun.r recover against the said Jonathan Clapp the Sum of thirteen hundred Seventy Seven dollars. Seventy nine Cents damages and Costs of Suit taxed at five dollars and ninety Seven Cents and thereof &c.

Dam. $ 1377-79
Costs $ - 5-97

Ex.n signed Sept. 16. 1797

Robinson vs Hubbard Sept. 22. 1797

Jacob Robinson of Northampton in the County of Hampshire Yeoman Pl.ff v. Stephen Hubbard of Amherst in the same County Blacksmith Defend.t in a plea of trespass on the Case for that the said Stephen at Southadley in said County on the twenty third day of October in the Year of our Lord One thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the said Jacob to pay him twenty dollars by the fifteenth day of January then next with use/meaning with lawful Interest - Yet the said Stephen tho often requested hath never paid the same or any part thereof but neglects to do it - to the damage of the said Jacob Thirty dollars — —

The Plaintiff by Samuel Hinckley Esq.r his Attorney appears and the Defend.t tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jacob Robinson recover against the said Stephen Hubbard the Sum of twenty two dollars thirty five Cents damages and Costs of Suit taxed at $ 5-56 and thereof &c —

Dam. $ 22-35
Cost - $ - 5-56

Ex.n signed Sept.r 16. 1797.

Clapp vs Clapp - Sept. 23. 1797.

Joseph Clapp Jun.r of the District of East hampton in the County of Hampshire Trader Pl.ff v. Arahel Clapp of Northampton in the same County Gent. defendant in a plea of the Case for that the said Arahel at East hampton aforesaid on the nineteenth day of June last past by his Note of Hand of that date for Value received promised the plaintiff to pay him or order the Sum of Seven pounds two shillings and three pence equal to twenty three dollars Seventy two Cents lawful money on demand with Interest. Yet the said Arahel tho often requested hath never paid said Sum or any part of the same to the plaintiff but refuses to do it — To the damage of the said Joseph Thirty Dollars — — — — —

~~Yet~~ The plaintiff by Samuel Hinckley Esq. his Attorney appears - and the Defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Joseph recover against the said Arahel the Sum of twenty four Dollars and four Cents damages and Costs of Suit taxed at five dollars fifty seven Cents and thereof &c —

Dam. $ 24-4
Costs $ - 5. 57.

Ex.n signed Sept.r 16. 1797

Clayton vs Mather Sept. 25. 1797.

Asa Clayton of Chester of in the County of Hampshire Gentleman Plaintiff v. Thomas Mather of Norwich in said County Yeoman alias Trader Defendant in a plea of trespass on the case, for that whereas the said Thomas at Chester aforesaid on the Seventeenth day of April last past was possessed of a certain Mare and the Asa being also then and there possessed of another Mare as of his own proper Goods and Estate of the Value of Two hundred Dollars - He the said Thomas then and there offered to exchange the said Mare first above mentioned for the Mare of the Asa and the Sum of twenty four dollars and seventeen Cents to be secured to the said Thomas by the said Asa - And the said Thomas to induce the said Asa to make the exchange as aforesaid falsly affirmed to the said Asa that the said Mare so in possession of the said Thomas was the proper Mare of him the said Thomas - Whereupon the said Asa giving Credit to the said Thomas's affirmation aforesaid was instantly induced to and did then and there deliver to the said ~~Asa~~ Mare to the said Thomas in exchange for the Mare aforesaid so in the possession of the said Thomas and did then and there make and deliver to the said Thomas his the said Asa's Note of hand for the Sum of Twenty four dollars & Seventeen Cents payable on the first day of January then next as the difference in Value between the said Mares - And the said Thomas did then and there deliver to the said Asa the Mare so as aforesaid in the possession of the said Thomas in exchange as aforesaid - and the Plaintiff says the Mare so as aforesaid delivered by the said Thomas to the plaintiff was not at the time of the delivery thereof as aforesaid the proper Mare of him the said Thomas but was the Mare of one William Edwards of all which the said Thomas was then and there well knowing. and afterwards to wit on the twenty fourth day of June instant at said Chester the said William took and carried away the said Mare out of the possession of him the said Asa - and so the said Thomas hath deceived and defrauded the Plaintiff - Also for that whereas the said Asa at said Chester on the same seventh day of ~~June~~ April above said bargained with the said Thomas to buy from the said Thomas a certain other Mare then and there in the possession of the said Thomas he the said Thomas knowing the Mare last aforesaid to be the Mare of one William Edwards falsly and fraudulently then and there sold the said Mare last aforesaid to the said Asa warranting the same Mare as his the said Thomas's own proper Mare for a great Sum of Money to be paid to the said Thomas by the said Asa - and afterwards to wit on the same twenty fourth day of June aforesaid at Chester aforesaid the said William Edwards took and carried away the same Mare last aforesaid as his own proper Mare from the Plff. and so the said Thomas hath deceived and defrauded the Plff. — To the damage of the said Asa Two hundred dollars ——

The plaintiff by Simeon Strong Esq. his Attorney appears — and the said Simeon Strong Esq. comes and defends the Force & Injury when &c and for plea says that he is not guilty in manner & form as the Plaintiff hath alledged and thereof puts himself on the Country. — and the Plaintiff by his Attorney likewise —

Whereupon a Jury duly summoned and impannelled at this Court and sworn to try the issue do on their oaths say that the said Thomas is guilty in manner and form as the Plaintiff in his declaration has has alledged and assess damages for the plaintiff at one hundred Dollars — Wherefore it is considered by the Court that the said Asa recover against the said ~~Asa~~ Thomas the Sum of One hundred Dollars Damages and Costs of Suit taxed at $ 20.27 and thereof &c ——

Exn. if not Sept. 28. 1797.

John Smith, the second of Hadley in the County of Hampshire Esquire Plaintiff and Ezekiel Russell of Northampton in the County aforesaid Yeoman and Ezekiel Pomeroy of the same Northampton Gentleman defendants in a plea of trespass on the case for that the said Russell and Pomeroy at Hadley aforesaid on the twenty ninth day of April last past by their Note of Hand of that date for Value received promised the Pltff. to pay him One hundred and two dollars within three months from the date of said Note. Yet the said Russell and Pomeroy the often requested hath not paid said Sum or any part of the same nor hath either of them but neglect to do it to the damage of the said Smith One hundred & twenty dollars —

Smith vs Russell & Pomeroy Sept. 92. 1797.

The Plaintiff by Samuel Hinckley Esq. his attorney appears and the Defendts. the three times publickly called to come into Court make default of his appearance here — Wherefore it is considered by the Court that the said Smith recover against the said Russell and Pomeroy the Sum of One hundred & two dollars and Seventy five Cents damages and costs of Suit taxed at five dollars ninety four Cents and three mills &c

Dam $ 102-75.
Costs $ 5-94.

Exd. Sept. 16. 1797.

Spencer Whiting and Samuel Hillman both of the City and County of Hartford and State of Connecticut Joint Merchants Plaintiffs v. Enoch Bush and Josiah Flower both of Chester in the County of Hampshire & State of Massachusetts Joint Traders in a plea of the Case for that the said Bush and Flower at said Hartford to wit at said Northampton on the twenty third day of November last past by their Note of hand of that date for Value received promised (by the Name and under the firm of Enoch & Flowers) the Plaintiffs (by the name and under the firm of Spencer Whiting and Co.) to pay them or order Seventy two dollars & $\frac{30}{100}$ meaning thirty eight Cents Sixty days after date with Interest after date meaning that they would pay the Contents of said Note to the plaintiffs at the expiration of Sixty days from the date of said Note with the Interest for the same Sum from the time of payment till paid — Yet the said defendants the often requested have not nor hath either of them paid the Contents of said Note to the Pltff. or either of them or any part thereof but neglect and refuse to do it — To the damage of the said Spencer and Samuel Ninety Dollars —

Whiting & al. vs Bush & al. Sept. 93. 1797

The plaintiffs by Samuel Hinckley Esq. their attorney appear and the defendants the three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Spencer and Samuel recover against the said Enoch and Josiah the Sum of Seventy four dollars and three Cents damages and Costs of Suit taxed at $ 14.63 & three mills &c

Dam $ 74-3
Cost $ 14-63.

Exd. Sept. 16. 1797

Isaac Williams of Norwich in the County of Hampshire Yeoman Pltff. v. Joshua Nichols of West Springfield in the same County Yeoman Defendt. in a plea of the Case for that the said Nichols by the Name of Joshua Nichols at Springfield in said County on the ninth day of December in the year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised one Thomas Mather to pay him or order the sum of Thirteen pounds seven teen shillings equal as the plaintiff says to forty six Dollars and seventeen Cents in Ninety days from date (meaning Ninety days from the date of said Note) with Interest and afterwards to wit on the same ninth day of December aforesaid at Springfield aforesaid no part of the aforesaid Sum in the note aforesaid being paid the said Thomas —

Williams vs Nichols Sept. 94. 1797.

Thomas by his certain Indorsement in writing on the back of said Note ordered the said Nichols to pay the Contents of said Note to the Plaintiff for Value rec.d of which said indorsement the said Nichols then and there had notice - by reason whereof and the force of the Law in such Case the said Nichols became liable and chargeable to pay the plaintiff the Contents of said Note according to the Tenor and effect thereof and the indorsement thereon and being so liable and chargeable in consideration thereof afterwards on himself and to the Plaintiff faithfully promised to pay him the Contents of the same Note and the indorsement thereof according to the tenor and effect of the same Yet the said Nichols tho often requested hath never paid the Contents of said Note to the plaintiff or ever fulfilled his promise aforesaid but neglects it to the damage of the said Isaac Sixty Dollars. — The plaintiff by Samuel Hinckley Esq. his attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Isaac recover against the said Joshua the Sum of Forty eight dollars and twenty five Cents damages and Costs of Suit taxed at nine dollars and ninety eight Cents & thereof &c —

Dam. 48.25. Costs 9. 98.

Exn. issued Sept.r 16. 1797.

Joseph Ford Adm.r pet.n for Sale & order — Sept.r 10. 1797.

Humbly shews Barnabas Packard administrator on the Estate of Joseph Ford late of Worthington in the County of Hampshire deceased that the debts due from said Estate exceed the personal estate in the hands of the Administrator the Sum of One hundred and six dollars & fifty three Cents - therefore pray they may be licensed to sell so much of the real Estate of said estate as will enable them to discharge said Debts with Costs of Sale &c — which petition being read together with a Certificate from the Judge of Probate for said County certifying the truth of the foregoing Statement & that in his opinion it is necessary to make sale of so much of fifty acres of Land (being all the real estate) as will produce the Sum of One hundred and six dollars fifty three Cents with necessary Charges — It is therefore considered by the Court that the said Barnabas Packard be and he hereby is licensed and empowered to make sale of so much of the real estate of said deceased as will produce the sum of One hundred and twenty dollars - observing the rules and regulations of the Law in such Cases and advertising the same in the Northampton papers previous to such Sales —

E. Darlings Adm.r pet.n for Sale real Estate & order Sept.r 12. 1797

Humbly shews Sarah Darling one of the administrators on the Estate of Elijah Darling late of Belchertown in the County of Hampshire deceased that the said Estate is insolvent and that the whole real Estate was inventoried at two hundred and five dollars only and the debts from said Estate exceed the personal estate two hundred seventy three dollars twenty two Cents. therefore prays licence may be granted the Administrators on said Estate to sell the whole of the real Estate for the purpose of paying the debts aforesaid with incidental Charges. and that the same be sold subject to the incumbrance of the Widows Dower - which petition being read together with a Certificate from the register of Probate of Wills &c for said County certifying the truth of the foregoing facts It is thereupon considered by the Court that the said Adm.rs be and they are hereby licensed and empowered to make sale of the whole of the real estate of said deceased subject to the reversion of the Widows Dower advertising the same in the Springfield Papers and observing the rules & regulations of the Law in such Cases —

Humbly shews John Jennings administrator on the Estate of Elijah Parsons late of Wilbraham in the County of deceased that the Real Estate of said deceased was inventoried at five hundred Dollars and that the debts due exceed the personal Estate Seven hundred and fifty one dollars ninety Cents - and that the estate is insolvent therefore prays this Court to license him to sell the whole of the Real estate subject to the Incumbrance of the Widows Dower for the purpose of paying the debts aforesaid with incidental Charges - Which petition being here read in Court. together with a Certificate from the Register of Probate of Wills &c for said County. that the facts as stated in the forgoing Petition are true - it is thereupon considered by the Court that the said administrator be allowed and impowered to make Sale of the whole of the Real Estate of said deceased. subject to the incumbrance of the Widows dower - advertising said Sales in the Springfield news papers - and observing the Rules and Regulations of the Law in such Cases made and provided ——

Jennings Admr. pet. for Sale & order Sept. 103. 1797

Humbly shews Rebecah Lane Executrix of the last Will and Testament of Nathaniel Lane late of Greenwich in the County of Hampshire deceased that the Inventory of the real Estate is two hundred and sixty six dollars only and that the debts due from the Estate exceed the personal estate One hundred and five dollars and seventy eight Cents and that on a partial sale of the real estate the remainder would be of little Value to the Heirs thereof —— She therefore prays she may be licensed to sell the whole of the said Real Estate subject to the incumbrance of her right of dower therein she being the Widow and relict of said deceased - and that the Overplus Money arising from s^d Sale after paying the debts and Charges of settling said estate if any there shall be. may be put to Interest for the benefit of the Heirs — therefore prays this Honble Court to license her to license her to sell the whole of the Real Estate of said dec^d subject to the incumbrance of the Widows dower. Which Petition being read here in Court together with a Certificate from The Honble Judge of Probate of Wills &c for said County to the truth of the foregoing facts stated in said petition and that in his opinion it is necessary to sell all the real estate of said deceased except the Widows Dower - It is thereupon considered by the Court that the said Executrix be impowered to make Sale of the whole of the real estate of said deceased with the Reversion of the widows dower - advertising the same in the Northampton Paper and observing the rules & regulations of the Law in such Cases made and provided ——

Lane Ex^x pet^n for Sale & order thereon — Septr 104. 1797.

Samuel Hillogg of New Salem in the County of Hampshire Yeoman Plff. v. Hiram Stow of Petersham in the County of Worcester Yeoman Deft. in a plea of the Case for that the said Hiram at said Northampton on the thirteenth day of December last past by his promissory Note under his hand of that date by him subscribed for Valued received promised the ~~said Hiram~~ Simon Whitney to pay him order the sum of eighteen dollars and twenty eight Cents on demand with Interest till paid — and thereafter on the same day the said Simon by his indorsement in writing on the back of said Note for Value received ordered the Contents of said Note then due to be paid to the Plaintiff whereof the said Hiram had due notice and thereupon became

Hillogg v Stow — Septr 110. 1797.

became obliged to pay the Contents of said Note to the plaintiff on demand and then and there in consideration thereof promised the plaintiff to pay him the same accordingly Yet the said Hiram tho often requested hath never paid the same but neglects it to the damage of the said Samuel Eighty dollars — The Plaintiff by D Bigelow Esq. his Attorney appears — and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Hiram the Sum of Seventeen dollars forty nine Cents damages and Costs of Suit taxed at Eight dollars Sixty two Cents — and thereof &c Dam. $17.49
Costs — $8.62

Ex.d Iss.d Nov. 23. 1797.

Walden v Rufell Sept. 11. 1797

Elisha Walden of Wilbraham in the County of Hampshire Yeoman Plaintiff v. Elijah Rufell of Springfield in the same County Yeoman Defend.t in a plea of the Case for that whereas the said Elijah at Wilbraham aforesaid on the fifth day of July in the Year of our Lord one thousand seven hundred and ninety seven by his promissory Note in writing of that date by him subscribed for Value received promised the said Elisha to pay him Eight pound Lawful money meaning lawful money equal to twenty six dollars and sixty six Cents and seven Mills on demand with Interest — Yet the said Elijah tho often thereto requested hath never paid the same but neglects it — And also for that whereas the said Elijah at Wilbraham aforesaid on the fifth day of July in the Year of our Lord seventeen hundred and ninety seven by his other the different promissory Note of that date by him subscribed then and there for Value received promised the plaintiff to pay him one other the different sum of twenty eight dollars and thirty six Cents on demand with Interest — Yet the said Elijah tho often requested hath never paid the same last mentioned Note but neglects it to the damage of the said Elisha Seventy Dollars — The Plaintiff by J Cushman Gent. his Attorney appears — and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elisha recover against the said Elijah the Sum of Fifty five Dollars and fifty eight Cents damages and Costs of Suit taxed at Eight dollars eighty five Cents and thereof &c.

Dam $55.58
Costs $8.85

Ex.n Iss.d Sept.r 14. 1797.

Sargeant v Croft Sept. 12. 1797.

Thomas Sargeant of Springfield in the County of Hampshire Yeoman Plaintiff v. Alphens Croft late of the same Springfield Yeoman Defend.t in a plea of the Case for that the said Alphens at Springfield aforesaid on on the tenth day of July in the Year of our Lord seventeen hundred and ninety seven by his promissory Note in writing of that date by him subscribed for Value then and there received promised the said Thomas to pay him or order Twenty one Dollars and Eighty three Cents on demand with Interest — Yet the said Alphens tho often requested hath never paid the same but neglects it — To the damage of the said Thomas Sixty Dollars — The plaintiff by J Cushman Gent. his Attorney appears and the defend.t tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Thomas recover against the said Alphens the Sum of twenty two dollars five Cents damages and Costs of Suit taxed at $8.85 & thereof &c —

Ex.n Iss.d Sept.r 14. 1797. —

Peter Beals of Plainfield in the County of Hampshire Yeoman Plaintiff v. Solomon Shaw of the same Plainfield Yeoman Defendant in a plea of the Case for that whereas the said Solomon at Plainfield aforesaid on the nineteenth day of November in the Year of our Lord One thousand seven hundred and Ninety six by his promissory Note in writing of that date by him subscribed then and there for Value received promised the said Peter to pay him or order the Sum of five pounds ten shillings and nine pence equal to Eighteen dollars and forty five Cents and eight mills by the thirteenth day of June then next ensuing with Interest. which time of Payment hath elapsed; Yet the said Solomon tho often requested hath never yet paid the same but neglects it To the damage of the said Peter Fifty Dollars —

Beals vs Shaw — Sept. 114 - 1797

The plaintiff by J Cushman his Attorney appears and the defendant tho three three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Peter recover against the said Solomon the Sum of Nineteen Dollars and thirty six Cents damages and Costs of Suit taxed at five dollars eighty nine Cents and thereof &c.

Dam. 19. 36.
Costs 5 - 89.

Exn issued Sept. 21. 1797.

Daniel Dwight and Cotton Partridge both of Hatfield in the County of Hampshire Traders plaintiffs v. Larkin Goss of Amherst in said County Yeoman Defendt. In a plea of the Case for that the said Larkin at Hatfield aforesaid on the nineteenth day of July last past was justly indebted to the said Daniel and Cotton in the Sum of Forty five dollars and Sixty five Cents for divers goods Wares and Merchandizes by them the said Daniel and Cotton to him the said Larkin at his special instance and request before that time sold and delivered and being so indebted said Larkin then and there in consideration thereof promised said Daniel & Cotton to pay them the same Sum on demand - Yet said Larkin though often requested hath never paid the same or any part thereof except Thirty two dollars and seventeen Cents but neglects it to the damage of the said Daniel and Cotton the Sum of Twenty Dollars —

Dwight & al vs Larkin Sept. 116. 1797.

The Plaintiff by Jon. E. Porter Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel and Cotton recover against the said Larkin the Sum of thirteen dollars and eighty eight Cents damages and Costs of Suit taxed at Six dollars and forty seven Cents - and thereof &c.

Dam. $ 13. 88
Costs $ 6. 47.

Exn issued Sept. 23d 1797

Frederick Chapin of Hatfield in the County of Hampshire Saddler Plaintiff v. Elihu Moody of Amherst in the same County Yeoman Defd. in a plea of the Case for that the said Elihu at said Hatfield on the seventeenth day of December in the Year of our Lord seventeen hundred & ninety five by his Note under his hand of that date for Value received promised said Frederick to pay him or his order fourteen dollars within one Year from the date of said Note with the lawful Interest till paid Yet the said Elihu tho thereto often requested hath never paid the same but wholly refuses to doit - To the damage of the said Frederick Twenty Dollars —

Chapin vs Moody Sept. 121. 1797.

The Plaintiff by Jonathan E. Porter Esq. his Attorney appears, and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Frederick recover against the said Elihu the Sum of Fifteen dollars & forty Six Cents damages and Costs of Suit taxed at five dollars and fifty ~~two~~ Cents and Thereof &c.

Dam. 15.46
Costs $ 5-52-

Ex.d signed Sept. 23. 1797 —

Porter Esq. v. Goodman Sept. 123. 1797

Jonathan Edwards Porter of Hadley in the County of Hampshire Gent. Executor of the last will & Testament of Giles Crouch late of said Hadley Deceased Pltff. v. Ithamar Goodman of Southadley in the same County Yeoman Defendant in a plea of the Case for that the said Ithamar at Hadley aforesaid on the twenty sixth day of April in the Year of our Lord Seventeen hundred and Ninety three by his Note under his hand of that date for Value recieved promised the said Giles Crouch to pay him three pounds six Shillings and nine pence equal to Eleven Dollars and twelve Cents on demand with lawful Interest for the same Sum till paid — Yet the said Ithamar tho often thereto requested hath never paid the same to the said Giles Crouch in his life time, or to said Jonathan his said Executor as aforesaid since said Giles Crouches decease but neglects it to the damage of the said Jonathan Edwards Porter in said Capacity the Sum of Twenty Dollars. — — —

The plaintiff appears here in Court — The Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan Edwards in his said Capacity recover against the said Ithamar the Sum of Thirteen dollars thirty seven Cents damages and Costs of Suit taxed at five dollars and fifty nine Cents and Thereof &c —

Dam. 13-37
Costs — 5-59.

Ex.d signed Sept. 23. 1797

Adams v. Marshall Sept.r 124. 1797.

Eliphalet Adams of Amherst in the County of Hampshire trader Pltff. v. Isaac Marshall of Amherst in the same County Yeoman Defendant in a plea of the Case for that the said Isaac at Amherst aforesaid on the first day of July in the Year of our Lord Seventeen hundred & ninety six by his Note under his hand of that date for Value recieved promised the s.d Eliphalet to pay him or his order Eight dollars and seventy eight Cents within thirty days from the date of said Note — Also for that said Isaac at Amherst aforesaid afterwards on the eighth day of December last past was justly indebted to the said Eliphalet in the Sum of Six dollars and fifty four Cents for the Articles contained in the Schedule hereto annexed and being so indebted said Isaac then and there in consideration thereof promised said Eliphalet to pay him the same on demand — Yet s.d Isaac the after thereto requested hath never paid either of the said Sums but neglects it — To the damage of the said Eliphalet Twenty Dollars —

The Plaintiff by Jonathan E. Porter Esq his Attorney appears — and the Defendant tho three times called to come into Court makes default of his Appearance here — Wherefore it is considered by the Court that the s.d Eliphalet recover against the said Isaac the Sum of fifteen dollars and Eighty nine Cents damages and Costs of Suit taxed at Six dollars and one Cent and Thereof &c —

Dam. $ 15-89
Costs $ — 6-1.

Ex.d signed Sept.r 23.d 1797.

Powers Esq
vs
Winter
Sept. 125. 1797

John Powers of Shutesbury in the County of Hampshire Esquire plaintiff vs. Jesse Winter of the same Shutesbury Yeoman Defendant in a plea of the Case for that the said Jesse at Shutesbury aforesaid on the fifteenth day of May last past by his Note of hand of that date for Value received promised the said John to pay him or his order four pounds six shillings and five equal to fourteen dollars and forty Cents on demand with lawful Interest for the same Sum till paid Yet the said Jesse tho often requested hath never paid the same but neglects it tho the Damage of the said John Twenty Dollars — — — — —

The plaintiff by Jonathan E. Porter Esq: his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said John recover against the said Jesse the Sum of fourteen dollars and seventy one Cents damages and Costs of Suit taxed at — $ 6-83 and thereof &c.

Dam. $ 14-71. Ex^n issued Septr 23^d 1797—

same
vs
Shaw
Sept. 126. 1797.

John Powers of Shutesbury in the County of Hampshire Esq. Plff vs. Crispus Shaw of the same Shutesbury Yeoman Defend^t. in a plea of the Case for that the said Crispus at said Shutesbury on the thirteenth day of January last past, by his Note under his hand of that date for Value received promised said John to pay him or order Ten pounds three shillings equal to thirty three dollars and Eighty three Cents on demand with lawful Interest for the same till paid. Yet the said Crispus tho thereto often requested hath never paid the same but neglects it, to the damage of the said John Forty Dollars — — — —

The Plaintiff by Jonathan E. Porter Esquire his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Crispus the Sum of Thirty five dollars and Seventeen Cents damages and Costs of Suit taxed at $ 6-75 and thereof &c.

Dam. $ 35-17— Ex^n issued Septr 23^d. 1797.

Same
vs
Bates
Sept. 127. 1797

John Powers of Shutesbury in the County of Hampshire Esquire Plaintiff vs. Clark Bates of the same Shutesbury Yeoman alias Gent. Defend^t. in a plea of the Case for that the said Clark at said Shutesbury on the eighth day of March in the Year of our Lord Seventeen hundred and Ninety six by his Note under his hand of that date for Value received promised the said John to pay him or his order four dollars on demand with the lawful Interest for the same till paid — Also for that said Clark to wit at Shutesbury aforesaid on the thirteenth day of May last past by his other Note under his hand of that date for Value received promised said John to pay him or his order Five pounds Seven shillings (equal to Seventeen dollars and eighty three Cents) on demand with lawful Interest for the same till paid: Yet the said Clarke tho often requested hath never paid either of said Notes but neglects it — To the damage of the said John Seventy Eight dollars —

The plaintiff by his Attorney appears and the Def^t. tho three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said John recover against the s^d Clark $ 22.55 damages & Costs of Suit taxed at $ 6.75 and thereof &c —— $22.55 Ex^n issued Septr 23. 1797

Powers
vs
Shaw—
Sept. 12d. 1797

John Powers of Shutesbury in the County of Hampshire Esquire Plaintiff vs. Darling Shaw of Pelham in the same County Yeoman Defendant in a plea of the Case for that the said Darling at said Shutesbury in the Year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the said John to pay him or his order the sum of six pounds nine shillings and six pence (equal to twenty one Dollars and fifty eight Cents on demand with the lawful interest for the same sum till paid — Yet the said Darling tho often thereto requested hath never paid the same but neglects it to the damage of the said John the sum of Thirty Dollars—

The Plaintiff by J. E. Porter Esq. his Atty appears and the Defend. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Darling the sum of Twenty four Dollars thirty two Cents damages and Costs of Suit taxed at $6-79 and thereof &c

Dam. $24-32

Exd. signed Sept. 23d 1797.

Same
vs
Bartlet
Sept. (13) 1797

John Powers of Shutesbury in the County of Hampshire Esquire Plaintiff vs. Aaron Bartlet of the same Shutesbury Yeoman Deft. in a plea of the Case for that the said Aaron at said Shutesbury on the fourteenth day of April last past by his Note of hand of that date for Value received promised the said John to pay him or his order twenty dollars and Sixty four Cents on demand with the lawful Interest for the same sum till paid. Yet the said Aaron tho thereto often requested hath never paid the same but neglects it to the damage of the said John the sum Thirty Dollars — The Plaintiff by Jonathan E. Porter Esq. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Aaron the sum of Twenty one Dollars twenty Cents damages and Costs of Suit taxed at $5-77. and thereof &c

Exd. signed Sept. 23d. 1797—

Hopkins
vs
Hubbard
Sept. (31) 1797

John Hopkins of Hadley in the County of Hampshire Trader Plff vs Stephen Hubbard of Amherst in the County of Hampshire Blacksmith Deft. in a plea of the Case for that the said Stephen at Hadley aforesaid on the fourteenth day of August instant was justly indebted to the said John in the Sum of Thirty eight Dollars and Sixty Seven Cents for Goods Wares and Merchandizes before that time sold and delivered by him the said John to him the said Stephen at his special instance and request and being so indebted the said Stephen then and there in consideration thereof promised said John to pay him the same on demand — Yet the said Stephen tho thereto often requested hath never paid the same or any part thereof but neglects it to the damage of the said John Forty dollars — The Plaintiff by Jonathan E. Porter Esq. their Attorney appears & the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Stephen Hubbard the sum of Thirty eight dollars Sixty seven Cents damages and Costs of Suit taxed at five dollars forty three Cents. and thereof &c.

Dam $38-67
Costs $ 5-43.

Exd. signed Sept. 23d — 1797.—

Daniel Lamb of Southadley in the County of Hampshire Gentleman. Pltff — vs Peter Brown of Montague in the same County Yeoman Defendt. in a plea of the Case for that the said Peter at Northampton in said County on the sixteenth day of May in the Year of our Lord seventeen hundred and ninety four by his Note under his hand of that date for Value received promised the said Daniel to pay him or his order Five pounds two shillings and three pence (equal to seventeen dollars and four Cents) on demand with lawful Interest for the same untill paid — Yet the said Peter tho often thereto requested hath never paid the same but neglects it — to the damage of the said Daniel Thirty Dollars —

Lamb vs Brown Sept: 132. 1797

The Plaintiff by Jonathan E Porter Esq: his attorney appears and the Defendt. tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Daniel do recover against the said Peter the Sum of Nineteen Dollars and forty Cents damages and Costs of Suit taxed at $6.45 and thereof &c —

Dam. $ 19.40. Costs $ 6.45.

Ea. issued Sept. 23. 1797. —

Daniel Lamb of Southadley in the County of Hampshire Gentleman Plaintiff vs Aaron White of Northampton in the same County Yeoman Defendt. in a plea of the Case for that the said Aaron at said Southadley on the eighteenth day of January in the Year of our Lord one thousand seven hundred & Ninety six by his Note under his hand of that date for Value received promised the said Daniel to pay him or his order fourteen dollars and Sixty four Cents within ten days from the date of said Note with lawful Interest for the same till paid — Yet said Aaron tho often requested hath never paid the same but neglects it — To the damage of the said Daniel Twenty Six dollars ——— The Plaintiff by Jonathan E Porter Gent. his Atty. appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel recover against the said Aaron Sixteen dollars and eight Cents damages and Costs of Suit taxed at $ 5.77 and thereof &c

Same vs White Sept. 136. 1797.

Dam $ 16 — 8.

Ea. issued Sept. 23. 1797. —

Chilcab Smith and Windsor Smith both of Hadley in the County of Hampshire Traders Plaintiffs vs Caleb Lyman of the same Hadley Gent. Defendt. in a plea of the Case for that the said Caleb at Hadley aforesaid on the twenty fourth day of March last past by his Note under his hand of that date for Value received promised the said Chilcab and Windsor to pay them or their order Seventeen pounds eight shillings and seven pence (equal to Fifty eight dollars and ten Cents) on demand with lawful Interest for the same Sum till paid — Yet the said Caleb though often thereto requested hath never paid the same but neglects it to the damage of the said Chilcab and Windsor Eighty dollars —

C. & W. Smith vs Lyman Sept. 137. 1797.

The plaintiffs by Jonathan E. Porter Gent. their Attorney appear and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Chilcab and Windsor recover against the said Caleb the Sum of Fifty nine dollars and Seventy five Cents damages and Costs of Suit taxed at $5.27 and thereof &c ——

Dam $ 59-75
Cost $ 5-27.

Ea. issued Sept. 23 1797

E & P. Marsh
vs
Lyman
Sept. 138. 1797

Eliphalet Marsh and Parsons Marsh both of Hadley in the County of Hampshire Clothiers plaintiffs vs. Caleb Lyman of the same Hadley Gentleman Defendant in a plea of the Case for that the said Caleb at Hadley aforesaid on the twenty fifth day of December in the Year of our Lord fourteen hundred and Ninety five by his note under his hand of that date for Value received promised the said Eliphalet and Parsons to pay them or their order thirteen dollars, and twenty five Cents on demand with the lawful Interest for the same sum till paid – Yet the said Caleb the often thereto requested hath never paid the same but ougleth it to the damage of the said Eliphalet and Parsons Twenty five dollars – The Plaintiffs by Jonathan E Porter Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Eliphalet and Parsons recover against the said Caleb the Sum of fourteen dollars. Sixty Cents damages and Costs of Suit taxed at $5-33 and thereof &c.

Exd. Sept. 23d. 1797. –

Whiting &c
vs
Smith
Sept. 139. 1797

Spencer Whiting and Samuel Hillcorn both of Hartford in the County of Hartford and State of Connecticut Traders, Plaintiffs vs Elihu Smith of Hadley in the County of Hampshire, Yeoman – in a plea of the Case for that the said Elihu at Hartford to wit at said Hadley on the eleventh day of November last past by his Note under his hand of that date for Value received promised the said Spencer and Samuel to pay them or their order Fifty dollars within Ninety days from the date of said Note with lawful Interest after said Ninety Days for the same till paid – Yet the said Elihu the often requested hath never paid the same but ougleth it to the damage of the said Spencer and Samuel Seventy Dollars – The Plaintiffs by Jonathan E. Porter Esq. their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Spencer and Samuel recover against the said Elihu Fifty one dollars Seventy five Cents damages and Costs of Suit taxed at $7. 21 & thereof &c.

Exd. signed Sept. 23d. 1797.

Porter
vs
Mosley
Sept. 140. 1797.

William Porter of Hadley in the County of Hampshire, Trader Plaintiff vs. Elihu Mosley of Amherst in said County Yeoman Defend. in a plea of the Case for that the said Elihu at said Hadley on the twenty eighth day of April in the Year of our Lord fourteen hundred and ninety Seven by his note under his hand of that date for Value received promised the said William to pay him or his order Twenty two dollars by the first day of June then next ensuing with lawful interest for the same till paid. Yet the said Elihu the often thereto requested hath never paid the same but ougleth it to the damage of the said William Thirty dollars –
The plaintiff by Jonathan E Porter Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said William recover against the said Elihu the sum of Twenty two dollars and fifty Cents damages and Costs of Suit taxed at $5-59 and thereof &c –

Exd. signed Sept. 23d – 1797 –

Lyman vs Burbank &c. Sept. 142. 1797.

Joseph Lyman of Northampton in the County of Hampshire Esq. plaintiff vs. Timothy Burbank of West Springfield in the same County Gentleman and Daniel Leonard of West Springfield aforesaid Yeoman Defendants in a plea of trespass on the Case for that the said Daniel and Timothy at Westfield in said County on the fourth day of May in the Year of our Lord one thousand seven hundred and Ninety five by their Note in writing under their hands of that date for Value received jointly and severally promised said Joseph Lyman to pay him or order the sum of Fifty two pounds seven shillings and seven pence lawful money (equal in Value to One hundred and Seventy four dollars and Sixty Cents) within three months from the date with Interest till paid — Yet the said Timothy and Daniel the thereto often requested have never paid the Contents of said Note or any part thereof but neglect it to the damage of the said Joseph two hundred dollars — The plaintiff appears and the defendants the three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Timothy and Daniel the Sum of One hundred forty seven dollars Sixty eight Cents damages and Costs of Suit taxed at $5.91 — & thereof &c —

Exn. issued Sept. 12th 1797.

Lawrence vs Pease Sept. 143. 1797

John Lawrence of Hartford in the County of Hartford and State of Connecticut Esq. Plaintiff vs. Augustus Pease of Southwick in the County of Hampshire Yeoman Defendt. in a Plea that the said Augustus Pease render to him the said John the Sum of Eighty eight dollars and fifty four Cents which to him he wrongfully from him unjustly detains — for this, to wit, for that the said John by the consideration and Judgment of our Justices of our Court of Common pleas holden within and for the County of Hampshire on the third tuesday of May in the Year of our Lord One thousand seven hundred and ninety five recovered of the said Augustus the Sum of twenty four pounds seven shillings (equal in Value to Eighty one dollars and seventeen Cents) damages and the sum of two pounds three shillings and three pence (equal in Value to seven dollars and twenty one Cents) Costs of Suit whereof the said Augustus is convict as by a Copy of the record of the Judgment before our Justices of our said remaining fully appears — which said Judgment is still in full force wholly unsatisfied unreversed and unpaid although the said John hath sued out a Writ of Execution on the said Judgment yet the same hath been returned to the Clerks office of our said Court wholly unsatisfied — whereby action hath accrued to the said John to demand and have of the said Augustus the said Sum of Eighty eight dollars and fifty four Cents together with the interest on said Sum and seventeen Cents more for said Writ — Yet the said Augustus the often thereto requested hath never paid said Sum but unjustly neglects it — To the damage of the said John Lawrence One hundred forty dollars —

The Plaintiff by Joseph Lyman Esquire his attorney appears — and the said Augustus Pease the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John Lawrence recover against the said Augustus Pease the sum of One hundred Dollars and fifty Cents damages and Costs of Suit taxed at $10-13 and thereof &c

Exn. issued Sept. 15. 1797.

Pomeroy
v.
Merrick
Sept. 150. 1797

Asahel Pomeroy of Northampton in the County of Hampshire Gentleman Plaintiff v. Barnabas Merrick of Worthington in the same County Yeoman Defendt. in a plea of trespass on the Case for that the said Barnabas at Northampton aforesaid on the twenty fifth day of March in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the said Asahel to pay him twenty five dollars silver Money (meaning current money of the united States) on demand with the lawful interest for the same untill paid — Yet the said Barnabas the often requested Hath never paid the Contents of said Note or any part thereof but unjustly neglects it — to the damage of the said Asahel Fifty Dollars — The Plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asahel recover against the said Barnabas the Sum of Twenty eight dollars Seventy Cents damages & Costs of Suit taxed at $ 5-67 and therefor &c

Exn issued Septr 15th 1797.

Bull & al. Admrs
v.
Rogers
Sept. 154. 1797.

James Bull and Thomas Bull both of Hartford in the County of Hartford and State of Connecticut Merchants Administrators on the ~~Estate~~ Goods and Chattels rights and Credits of Samuel Gibson late of said Hartford trader deceased that were not administered upon by Caleb Bull late of the same Hartford deceased, Merchant, to whom Letters of Administration were originally granted — Pltffs. v. Jonathan Rogers Junr. of Westfield in the County of Hampshire Gentleman defendant. In a plea of the Case for that the said Jonathan at said Hartford Sept at Northampton aforesaid on the thirtieth day of July in the Year of our Lord one thousand seven hundred and ninety five by his Note in writing under his hand of that date for Value received promised the said Samuel then in full life by the name of Jonathan Rogers to pay him or order Ninety Six dollars and forty three Cents at the Hartford Bank in thirty days after the date of said Note (meaning to pay Interest after out for the same untill paid — Yet the said Jonathan the often requested hath never paid the Contents of said Note or any part but unjustly neglects to do it — to the damage of the said James and Thomas in their said Capacity Eighty Dollars — The plaintiffs by Joseph Lyman Esq. their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James and Thomas in their said Capacity recover against the said Jonathan the Sum of Sixty two dollars ~~fifty~~ three Cents damages and Costs Suit taxed at $ 8-23 and therefor &c

Exn issued Septr. 15. 1797 —

Eager & al
v.
Ward
Septr. 161. 1797

Ashbel Eager and Samuel Fowler Esqrs both of Westfield in the County of Hampshire Merchants and Joint dealers in trade Pltffs. v. Amos Ward of Russell in the County aforesaid Yeoman defendant in a plea of trespass on the Case for that the said Amos at Westfield aforesaid on the ninth day of March last past by his Note in writing under his hand of that date for Value received promised the Pltffs. to pay them or order seven pounds five shillings and four pence (equal to twenty four dollars & twenty two Cents) on demand with Interest — Yet the said Jonathan the three often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects and refuses so to do —

To the damage of the said Ashbel and Samuel Forty dollars —
The plaintiffs by Joseph Lyman Esq their attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Ashbel and Samuel recover against the said Amos the sum of Fourteen Dollars Eighty four Cents damages and Costs of Suit taxed at $7-7. and thereof &c —

Ex.d issued Sept.r 15th 1797.

Lyman vs L. N. Cignet Sept. 162. 1797.

William Lyman of Northampton in the County of Hampshire Esquire Plaintiff vs Louis Nicholas Cignet in Worthington in the County of Hampshire Physician Deft. in a plea of Debt for that the said William on the second day of September in the year of our Lord one thousand seven hundred and ninety three before Samuel Fowler Esq.r one of the Justices of the Peace for the County aforesaid by the consideration of the said Justice for the non appearance of the said Louis Nicholas recovered Judgment against the said Louis Nicholas for the sum of fourteen pounds fourteen shillings (equal in Value to forty nine dollars) debt or damage and one pound four shillings and six pence (equal to four dollars and eight Cents) for Charges of Suit as by a Copy of the record thereof remaining more fully appears, which Judgment remains in full force and altogether unsatisfied unrecovered & unpaid on which no Execution has issued and an action hath accordingly accrued to the Plaintiff to demand and have and recover the aforesaid Sums of the said Louis with the lawful Interest thereof Yet the said Louis hath not paid them or any part thereof tho often thereto requested but neglects it — To the damage of the said William Lyman Eighty dollars — ~~Court~~ The Plaintiff by Joseph Lyman Esq. his attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said William recover against the said Louis Nicholas the Sum of
Debt or damages & Costs of Suit taxed at.
and thereof &c.

Shepherd vs Bush Sept.r 163. 1797.

Mather Shepherd of Chester in the County of Hampshire Yeoman plaintiff vs Enoch Bush of the same Chester Gentleman Deft. in a plea of trespass on the Case for that the said Enoch at said Chester on the day of the purchase of this Writ was justly indebted to the Plaintiff in the sum of two hundred dollars for the like sum of Money there before time paid laid out and expended and advanced by him the said Mather for him the said Enoch at his the said Enoch's special Instance and request and being so indebted in consideration thereof assumed upon himself and to the Pltff then and there faithfully promised to pay him the same sum of two hundred dollars on demand — Also for that the said Enoch for said Chester on the day of the purchase of this Writ was justly indebted to the Plaintiff in another sum of two hundred dollars for the like sum of Money there before that time had and received & to the use of the Pltff and being so indebted in consideration thereof assumed on himself and to the Pltff then and there faithfully promised to pay him the last mentioned sum on demand — Yet the said Enoch tho often requested hath never performed either of his promises aforesaid or any part of either of them but unjustly neglects to do it to the damage of the Mather Shepherd two hundred Dollars —

The Plaintiff by Joseph Lyman Esq. his attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Mather recover against the said Enoch the sum of two hundred Dollars damages & Costs of Suit taxed at $7-52 and thereof &c.

Exn issued Sept. 15th 1797

Stodderd & al vs Dwight Sept. 16d. 1797

Solomon Stoddard of Northampton in the County of Hampshire Esq. and William Stoddard of Northampton aforesaid Esq. Plaintiffs — vs Erastus Dwight of Northampton aforesaid Yeoman, Defendant, in a plea that the said Erastus render to the said Solomon and William two hundred and three dollars and sixty four Cents which to them he owe and from them unjustly detains, for this to wit, for that the said Solomon and William by the consideration and Judgment of our Justices of our Court of Common pleas holden at Northampton within and for the County of Hampshire on the last tuesday of August in the Year of our Lord One thousand seven hundred and Eighty five recovered of the said Erastus the sum of Sixty pounds (equal in value to two hundred dollars) debt or damage and the sum of one pound one shilling and ten pence (equal in value to three dollars and sixty four Cents) Costs of Suit whereof the said Erastus is convicted as by the record of our said Justices in Court remaining fully appears, which Judgment is still in full force unsatisfied unreversed and unpaid — for altho the said Solomon and William have sued out a Writ of Execution on said Judgment, yet they have returned said Writ into the Office of the Clerk of our said Court, wholly unsatisfied whereby action hath accrued to the said Solomon and William to demand and have of the said Erastus Dwight the said two hundred & three dollars and sixty four Cents together with the Interest of said sum — nevertheless the said Erastus the often requested hath never paid said sum but unjustly refuses and refuses to do it — to the damage of the said Solomon and William Four hundred dollars —

The plaintiffs by Joseph Lyman Esquire their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Solomon and William recover against the said Erastus the sum of Three hundred and thirty two dollars debt or damage and five dollars and forty five Cents Costs of Suit &c and thereof &c —

Dam. $ 332 — Costs $ 5-45

Exn issued Sept. 15. 1797.

Sullogg vs Stockweather Sept. 16d. 1797

Samuel Sullogg of Westfield in the County of Hampshire Merchant Plaintiff v. Cyrus Stockweather of Southwick in said County Yeoman Deft. in a plea of trespass on the Case for that the said Cyrus at Westfield aforesaid on the twenty first day of July last past by his Note in writing under his hand of that date for value received promised the Plaintiff to pay him or his order Six pounds Six shillings and six pence (equal in value to twenty one dollars eight Cents) on demand with Interest accruing till paid — Yet the said Cyrus the often thereto requested hath never performed his said promise but unjustly refuses and refuses to do it to the damage of the said Samuel forty dollars —

The plaintiff by Jos. Lyman Esq: his Attorney appears and the Defend. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Cyrus the sum of twenty one dollars twenty one Cents damages and Costs of Suit taxed at $7.15. and thereof &c

Exn issued Sept. 15th 1797.

Lyman vs Clapp Sept. 173. 1797

Erastus Lyman of Northampton in the County of Hampshire, Merchant, Pltff ~~plaintiff the Case~~ v. Asahel Clapp of the same Northampton Defendt in a plea of trespass on the Case for that the said Asahel at said Northampton on the fourteenth day of June in the Year of our Lord one thousand seven hundred and Ninety Seven by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Nineteen pounds ten shillings and one penny (equal in Value to Sixty five dollars and one Cent) on demand with Interest for the same till paid — Also for that the said Asahel at Northampton aforesaid on the twenty fifth day of June in the Year of our Lord one thousand seven hundred and Ninety five by his Note in writing under his hand of that date for Value received promised said Erastus to pay him or order another Sum of Twelve pounds twelve shillings and fourpence (equal in Value of Forty two dollars and six Cents) on demand with Interest for the same untill paid — Yet the said Asahel the often requested hath never paid the Contents of either of said notes but neglects it To the damage of the said Erastus One hundred Dollars —

The Plaintiff by Joseph Lyman Gent. his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Erastus recover against the said Asahel the Sum of eighty six dollars & Sixty two Cents damages and Costs of Suit taxed at $4-57 and therefor &c —

Exd signed Sept. 15th 1797 —

Strong vs Strong Sept. 174. 1797

Daniel Strong of Northampton in the County of Hampshire Husbandman Pltff vs. Silas Strong of the same Northampton Husbandman Deft. in a plea of the Case for that the said Silas at said Northampton in said County of Hampshire on the tenth day of January in the Year of our Lord one thousand seven hundred and ninety seven by his Note of Hand of that date for Value received promised one Levi Shepherd to pay him or order the sum of fourteen dollars and sixty seven Cents on demand with Interest, meaning untill paid — and the said Levi there afterwards on the same day by his indorsement in writing on the same Note with his own proper hand thereunto set & indeed ordered the Contents of said Note then being wholly due and unpaid to be paid to the plaintiff for Value received of which the said Silas there afterwards on the same day had notice and thereby became chargeable to pay the Contents of the said Note to the plaintiff according to the tenor of said Note and the Indorsement aforesaid and being so chargeable the said Silas in consideration thereof promised the plaintiff to pay him the Contents of said Note according to the tenor thereof and the indorsement aforesd — Yet the said Silas the thereto often requested hath not paid the Contents of said Note to the Plaintiff or any part thereof but unjustly ought it to the damage of the said Daniel Strong the Sum of Twenty dollars — The Plaintiff by Caleb Strong Esq his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel Strong recover against the said Silas Strong the Sum of Fifteen dollars and eighteen Cents damages and Costs of Suit taxed at $4-93 and therefor &c —

Exd signed Sept. 18. 1797 —

Strong vs Chapin Sept. 176. 1797.

Caleb Strong of Northampton in the County of Hampshire Esq. Pltff vs. Luther Chapin of Belchertown in the same County Husbandman Deft. in a plea of trespass on the Case for that the said Luther at Northampton

aforesaid on the fifth day of September in the Year of our Lord one thousand seven hundred and Ninety six by his Note of hand of that date for Value received promised the plaintiff to pay him or order the sum of twenty five dollars and forty four Cents on demand with Interest yearly. meaning untill paid - Yet the said Luther the often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Caleb Strong Thirty dollars —
The plaintiff appears in Court - and the defendant tho three times publickly called to come into Court makes default of his appearence here - Wherefore it is considered by the Court that the said Caleb Strong recover against the said Luther Chapin the Sum of twenty Seven dollars damages and Costs of Suit taxed at $5-69 and thereof &c.

Exn issued Septr 18. 1797 —

Frary
vs
Phelps & Clap
Septr 17. 1797.

Nathaniel Frary of Southampton in the County of Hampshire Yeoman Plaintiff v. William Phelps Yeoman and Joseph Clap Junr Trader both of East hampton in the County of Hampshire Defendants in a plea of trespass on the Case for that the said William and Joseph at said Northampton on the thirteenth day of June in the Year of our Lord One thousand seven hundred and Ninety Seven by their Note of hand of that date for Value received promised the plaintiff to pay him or his order the Sum of Fifty four dollars and fifty five Cents by the fifteenth day of August then next following with Interest. meaning untill paid - Yet the said William and Joseph the often requested have not paid the Contents of said Note to the Plaintiff or any part thereof but unjustly neglect it — To the damage of the said Nathaniel Frary forty dollars — — —
The plaintiff by Caleb Strong Esq. his Attorney appears and the defendants tho three times publickly called to come into Court makes default of their appearance here - Wherefore it is considered by the Court that the said Nathaniel recover against the said William and Joseph the Sum of Fifty five dollars and thirty six Cents damages and Costs of Suit taxed at $6-75 & thereof &c.

Exn issued Septr 18. 1797 —

Hubbard
vs
Elmer
Sept. 18. 1797.

Isaac Hubbard of Amherst in the County of Hampshire Yeoman Plaintiff v. Simeon Elmer of the same Amherst Yeoman Defendt in a plea of trespass on the Case for that the said Simeon at Amherst on the twenty fifth day of June in the Year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised the plaintiff to pay him or his order the Sum of twenty two dollars on demand with Interest, meaning untill paid. Yet the said Simeon the often requested hath not paid the Contents of the said Note to the plaintiff or any part thereof but unjustly neglects it to the damage of the said Isaac the Sum of Thirty four dollars —
The plaintiff by Caleb Strong Esq his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Isaac recover against the said Simeon the Sum of twenty three dollars and Sixty five Cents damages and Costs of Suit taxed at $5-73 and thereof &c —

Exn issued Septr 18. 1797. —

Grant
vs
Adams
Septr 18. 1797

Samuel Grant of Walpole in the County of Cheshire and State of New Hampshire Sadler Plaintiff v. John Adams late of Barnard in the County of Windsor and State of Vermont Gentleman otherwise called John Adams of Palmer in our County of Hampshire Yeoman Defendant in a plea that the said John render to the said ~~John~~ Samuel thirty four dollars and eighteen Cents which to him he owes and from him unjustly detains for this to wit that the s. Samuel by the Consideration and Judgment of the Justices of the Court of Common pleas

holden at Charleston within and for the County of ~~Cheshire~~ Cheshire in the State of New Hampshire on the second tuesday of December in the Year of our Lord one thousand seven hundred and Ninety six recovered of the said John by the name of John Adams late of Barnard in the County of Windsor and State of Vermont Gentleman twenty eight dollars and twenty eight Cents damages and five dollars and forty Cents Cost of Suit and five dollars and forty Cents Costs of Suit whereof the said John is convicted as by the record of the same Judgment before the Justices of the same Court remaining and an authenticated Copy of the same record in our said Court to be produced fully appears – whereby action hath accrued to the said Samuel to have and demand of the said John the said Sum of Thirty four dollars and eighteen Cents – said Judgment being in its full force wholly unsatisfied unreversed and unpaid – Yet the said John the often requested hath not paid the said sum to the Plaintiff or any part thereof but unjustly neglects it – To the damage of the said Samuel Sixty Dollars.

The plaintiff by Caleb Strong Esq his attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Samuel recover against the said John the Sum of Thirty five dollars and Sixty Six Cents damages and Costs of Suit taxed at $8-73 and thereof &c —

Ea. issued Sept. 18. 1797.

Strong vs Clark & another Sept. 182 1797

Daniel Strong of Northampton in the County of Hampshire Yeoman Pltff. vs Supply Clark Yeoman and John Clarke Yeoman both late of Southampton in said County of Hampshire now resident at a place called Hoosick Mountain Defts in a plea of the Case for that the said Supply and John at said Northampton on the eleventh day of January in the Year of our Lord Seventeen hundred & Ninety six by their Note of hand of that date for Value received promised one Levi Shepherd to pay him or order fourteen dollars and Ninety five Cents on demand with Interest and afterwards to wit on the twenty third day of ~~March~~ May last past at said Northampton the said Levi by his indorsement in writing on the same Note ordered the Contents thereof then wholly due and unpaid to be paid to the Plaintiff for Value received of all which the said Supply and John there afterwards Cont on the same day had Notice and thereby became chargeable to pay the Contents of said Note to the Plaintiff according to the tenor thereof and the indorsement thereon and being so chargeable the said Supply and John in consideration thereof then and there in consideration thereof promised the plaintiff to pay him the said Contents according to the tenor of said Note and the indorsement aforesaid – Yet the said Supply and John have not nor hath either of them paid the Contents to the Plaintiff or any part thereof but unjustly neglects it – To the damage of the said Daniel Strong Thirty Dollars — — — — — — — — — —

The plaintiff by Caleb Strong Esq. his Attorney appears and the defendants tho three times publickly called to come into Court make default of their appearance here – Wherefore it is considered by the Court that the said Daniel do recover against the said Supply and John the Sum of Nineteen dollars and and Seventy three Cents damages and Costs of Suit taxed at $7-89 and thereof &c —

Ea. issued Sept. 18. 1797. —

Goodrich vs Russell Sept. 18 1797

Ansel Goodrich of Northampton in the County of Hampshire Chair Maker Plaintiff vs Seth Russell of Northampton aforesaid Cordwainer Defendt. in a plea of the Case for that the said Seth at Northampton aforesaid on the fifteenth day of September in the year of our Lord one thousand seven hundred and Ninety six, by his Note in writing under his hand of that date for Value received promised the said Goodrich to pay him Sixty dollars on

demand

demand with Interest – Yet the said Russell though often thereto requested has never paid the Contents of said Note but neglects it to the damage of the said Ansel Goodrich Eighty dollars. — — — — — —
The plaintiff by John Taylor Gent. his Attorney appears and the Defend.t tho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Ansel recovery against the said Seth the the Sum of
and Costs of Suit taxed at and thereof &c. —

Bordwell
vs
Tennant
Sept. 19th 1797.

Elias Bordwell of Colrain in the County of Hampshire Yeoman Plaintiff v. Owen Tennant of Shelburne in said County Yeoman Deft in a plea of the case for that whereas the said Owen on the twenty second day of September in the year of our Lord one thousand seven hundred and ninety Six by his Note under his hand of that date for Value received promised the Plaintiff to pay him or order fifty five dollars in six Weeks from the date with interest after that date if not then paid – Yet he has never paid the same tho often requested but neglects it to the damage of the said Elias Sixty Six dollars — — — — — — — — —
The plaintiff by I Leavett his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Elias recover against the said Owen the Sum of Fifty seven dollars and Sixty four Cents damages and Costs of Suit taxed at 8 D. 63 and thereof &c —

Exn issued Sept. 19. 1797 —

Granger & al.
vs
Dennison
Sept. 19th 1797

Whereas Epaphras R Granger and Benjamin Rent both of Suffield in the County of Hartford and State of Connecticut Yeomen otherwise called Gent. — before our Justices of our Court of Common pleas holden for and within the County of Hampshire at Northampton on the monday next preceding the fourth Tuesday of January in the year of our Lord seventeen hundred and ninety seven by the consideration of the Justices of our said Court recovered Judgment against Augustus Belding of Guilford in the County of Windham and State of Vermont Yeoman otherwise called Gentleman for the Sum of Thirty six dollars & Seventy five Cents damages and also fourteen dollars and fourteen Cents for Costs & Charges by him about his Suit in that behalf expended, whereof the d Augustus Belding is convict as to as appears of record and altho on the seventh day of February last past an Execution was issued in due form of law on said Judgment directed to the Sheriff of said County of Hampshire or his deputy returnable on the Monday next preceding the third tuesday of May then next and on the fifteenth day of May last past the same Execution was returned into said Court by Rufus Saxton then and now a deputy Sheriff under Elnathan Mattoon Gent. Esq. then and now Sheriff of the said County of Hampshire with a Non est inventus indorsed on said execution by said Rufus in the Words and figures following viz.t "Hampshire ss. May 15th 1797. I have made diligent Search and cannot find any Property or the Body of the within named Belding in my precinct, so I return this Exn wholly unsatisfied Rufus Saxton Dep Sheriff" – Yet the said Belding has avoided and concealed himself and his effects and the Judgment still remains in full force in no part part or satisfied together with twenty five Cents now for said execution on said Judgment whereof the said Granger and Rent have made application to us to provide a remedy for them in that behalf —
Now to the intent that Justice be done We Command that you make known unto David Dennison of Leyden in said County of Hampshire Yeoman

who was surety for the said Augustus Bedding on the mesne process not only for his appearance at Court to answer to said Suit but for his abiding the final order and Judgment of Court thereon that he appear before our Justices of our Court of Common pleas next to be holden at Northampton within and for our County of Hampshire on the Monday next preceding the first tuesday of September next to shew Cause if any he hath wherefore the said Granger and Pratt ought not to have their Execution against him the said David Dennison for their damages and Costs aforesaid and further to do and receive that which our said Court shall then consider ——

The Plaintiffs by Jonathan Leavett Gent. their Attorney appear and the said David Dennison comes here into Court and brings into Court Augustus Bedding for whom he was bail — and it therefore considered by the Court that the said David Dennison be discharged paying Costs — and said Augustus Bedding is ordered by the Court to be taken into Custody ——

Leavett vs Ruggles Sept. 19d. 1797

Hart Leavett of Greenfield in the County of Hampshire Trader Plaintiff vs. Edward Ruggles Junr. of Montague in said County Innholder Deft — in a plea of the Case for that whereas the said Edward at said Greenfield on the twenty ninth day of February last past by his Note under his hand of that date for Value received promised the said Hart to pay him or his order fifty three dollars and thirty four Cents by the first (meaning the first day) of April then next with Interest after that time if not then paid — Yet he has never paid the same the requested but neglects it To the damage of the said Hart Eighty dollars ——

The Plaintiff by Jonathan Leavett his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Hart recover against the said Edward the sum of Fifty four dollars and sixty nine Cents damages and Costs of Suit taxed at $ 6-99 and thereof &c.

Exn. issued Sept. 19-1797.

Winsley vs Tyler Sept. 20d. 1797

Asahel Winsley of Gill in the County of Hampshire Yeoman Plff vs Jeremiah Tyler of Barnardstown in the same County Yeoman Defendt. in a plea of the Case for that the said Jeremiah at Greenfield aforesaid on the fifth day of January in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Asahel to pay him or his order the sum of forty nine dollars and fifty nine Cents by the first day of April then next ensuing with Interest till paid — Yet the said Jeremiah the requested hath never paid the same but neglects it to the damage of the said Asahel the Sum of Thirty Dollars ——

The Plaintiff by Jon. Leavett his Attorney appears and the Defendt. tho three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Asahel do recover against the said Jeremiah the Sum of Fifty dollars and thirteen Cents damages and Costs of Suit taxed at $ 10. 13 and thereof &c ——

Exn. issued Sept. 19. 1797.

Handy vs Howard Sept. 20. 1797.

Charles Handy of Colrain in the County of Hampshire appt. vs. John Howard of Whitingham in the County of Windham and State of Vermont Yeoman appellee in an appeal from a Judgment from John Wells Esq. one of the Justices of the peace for the said County of Hampshire wherein the said John Howard was the original

Plaintiff and the said Charles Hendy Defendant in a plea of the Case for that the said Charles Hendy at Home aforesaid on the day of the purchase of this Writ was justly indebted to the said John in the Sum of two Shillings equal to One Dollar and fifty six Cents for Work done and performed for the said Charles at his request according to the Account annexed then and there promised said John to pay him that Sum on demand - Yet the said Charles altho often thereto requested hath not paid the same but hath refused and still doth neglect and refuse so to do - to the damage of the said John four Dollars —
And now the appellee by Joseph Lyman his attorney appears and the appellant the three times publickly called to come into Court and prosecute his Action against the said Charles Hendy Comes not nor sue wherefore it is considered by the Court that the said Charles Hendy recover against the said Howard his Costs taxed at Seven dollars and seventeen Cents and thereof &c.

Exn issued Sept. 18th 1797.

Morrick
vs
Heath
Sept. 211. 1797

Israel Morrick of Amherst in the County of Hampshire Yeoman Pltff
vs Daniel Heath of the same Amherst Yeoman Defendt in a plea of the Case for that the said Daniel at Amherst aforesaid on the twelfth day of October last past by his Note for Value received promised the said Israel to pay him or his order Sixty one dollars within six months from the date of said note with lawful Interest for the same sum untill paid Yet the said Daniel the often requested hath never paid the same or any part thereof but neglects it to the Damage of the said Israel Sixty Six Dollars — —
The Plaintiff by Simon Strong Esq his attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Israel recover against the said Daniel the Sum of Sixty four dollars and thirty five Cents damages and Costs of Suit taxed at $6 - 21 and thereof &c —

~~Exn issd~~

Mattoon
vs
Heath
Sept. 212. 1797

Ebenezer Mattoon of Amherst in the County of Hampshire Yeoman
vs Daniel Heath of Amherst aforesaid Yeoman Defendant in a plea of the Case for that said Daniel at said Amherst on the seventeenth day of July in the Year of our Lord one thousand seven hundred and ninety six by his Note for Value received promised the said Ebenezer to pay him or his order forty dollars and thirty three Cents on or before the first day of September then next with lawful Interest for the same untill paid and the same Note was never assigned - Yet the said Daniel the often requested hath never paid the same but neglects it - to the damage of the said Ebenezer Sixty Dollars —
The Plaintiff by Simon Strong Esq his attorney appears and the Defdt the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the Pltff Ebenezer recover against the said Daniel the sum of forty seven dollars & thirty nine Cents damages and Costs of Suit taxed at $6 - 17 & thereof &c.

Satisfaction of Judgment acknowledged

Dickinson &c.
vs
Morton
Sept. 213. 1797

Medad Dickinson Trader and Luke Montague trader both of Amherst in the County of Hampshire Plaintiffs vs Joseph Morton of the same Amherst Yeoman Defendt in a plea of the Case for that the said Joseph at said Amherst on the fourth day of April last past by his Note under his hand of that date for Value received promised the said Medad and Luke to pay them or their order twenty three dollars and thirty nine Cents on demand with Interest for the same untill paid. and the same note has not been assigned - Yet the said Joseph the often requested hath not paid the same or any part thereof but neglects it to the damage of the said Medad & Luke Thirty —

Dollars — The Plaintiffs by Simeon Strong Esq: their attorney appear and the Defend: tho three times publicklly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Medad and Luke do recover against the said Joseph the sum of twenty three dollars and ninety four Cents damages and Costs of Suit taxed at $5-6 and thereof &c

Exd signed Sept: 16. 1797 —

Smith vs Moody Sept: 214. 1797

Stephen Smith of Amherst in the County of Hampshire Yeoman Plaintiff vs Elihu Moody of the same Amherst Yeoman Defend: in a plea of the Case for that the said Elihu at Amherst aforesaid on the first day of april last past by his Note under his hand for Value received promised said Stephen to pay him Thirty dollars on demand — Yet said Elihu though often requested hath never paid the same or any part thereof but neglects to do it — to the damage of the said Stephen Forty dollars —

The Plaintiff by Simeon Strong Esq his attorney appears and the defend: though three times publicklly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Stephen recover of the said Elihu the sum of Thirty dollars damages and Costs of Suit taxed at $5-79 and thereof &c —

Exd signed Sept: 16. 1797.

Warner vs Rice Sept: 221. 1797.

David Warner of Amherst in the County of Hampshire Yeoman Pltff vs Ephraim Rice of Granby in the same County Yeoman defend: in a plea of the case for that the said Ephraim at said Amherst on the eighteenth day of January last past by his Note under his hand for Value received promised said David to pay him or his order fifty six dollars within six Months from the date of the same Note with lawful interest for the same untill paid — and the same Note has never been assigned — Yet said Ephraim tho often requested has never paid the same or any part thereof but neglects it to the damage of the said David Twenty Dollars —

The Plaintiff by Simeon Strong Esq. his attorney appears and the Defd tho three times publicklly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said David recover against the said Ephraim the sum of fifty eight dollars and twenty four Cents damages and Costs of Suit taxed at $5-99 and thereof &c.

Exd signed Sept: 16. 1797 —

Rimball vs Heath Sept: 226. 1797

Benjamin Rindall of Amherst in the County of Hampshire Yeoman Pltff. vs Daniel Heath of said Amherst Yeoman Defd. in a plea of the case for that the said Daniel at said Amherst on the twenty first day of November in the Year of our Lord seventeen hundred and ninety six by his Note of that date for Value received promised said Benjamin to pay him or his order Sixty Six dollars and eighty three Cents on or before the first day of May then next — and the same Note has never been assigned — Yet the said Daniel tho often requested hath never paid the same but neglects it To the damage of the said Benjamin Seventy Dollars —

The plaintiff by Simeon Strong Esq. his attorney appears and the the Defendant tho three times publicklly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Benjamin recover against the said Daniel the sum of Sixty eight dollars and twenty four Cents damages and Costs of Suit taxed at $6. 21 and thereof &c.

Exd signed Sept 30. 1797 —

Barrett
vs
Mallom
Sept. 228. 1797.

John Barrett of Northfield in the County of Hampshire Gent. Plaintiff v. Samuel Mallom Junr. of Northfield aforesaid Yeoman defendant in a plea of the Case for that the said Samuel at Northfield aforesaid on the fifteenth day of April in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised the Pltff to pay him or order eleven pounds eight shillings and ten pence lawful Money on demand with Interest - which Sum is equal to thirty eight dollars and fourteen Cents - and also for that the said Samuel at Northfield aforesaid on the same day and Year by his other Note under his hand of that date for Value received promised the said John to pay him or order twelve pounds ten shillings Lawf with Interest on demand, equal to forty one dollars sixty six Cents and two thirds of a Cent - Yet the said Samuel tho' often thereto requested hath never paid the same Sums & Interest nor either of them but neglects it to the damage of the said John Barrett one hundred Dollars - The Plaintiff appears - And the defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said John Barrett recover against the said Samuel the Sum of Eighty one dollars twenty nine Cents damages and Costs of Suit taxed at $7-19 and thereof &c.

Exd issued Sept. 18. 1797.

Tucker
vs
Smith
Sept. 230. 1797.

Stephen Tucker the second of Woodstock in the County of Windham and State of Connecticut Yeoman pltff. v. Nathan Smith of Hinsdale in the County of Windham and State of Vermont Yeoman defendant, in a plea of the Case for that the said Nathan at a place called Woodstock to wit at Northampton aforesaid on the eighteenth day of January in the Year of our Lord Seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him four ten pounds nine shillings and six pence equal to forty eight dollars and twenty five Cents on demand with Interest - Yet the said Smith altho requested the same sum and the Interest has not paid but neglects it - To the damage of the said Stephen One hundred Dollars - The Plaintiff by John Barrett Gent. his attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the pltff. Stephen recover against the said Nathan the Sum of fifty two dollars and forty two Cents damages and Costs of Suit taxed at $7-23 and thereof &c.

Exd issd. Sept. 18. 1797.

Stratton
vs
Reed
Sept. 231. 1797.

Rufus Stratton of Northfield in the County of Hampshire Husbandman Plaintiff v. Solomon Reed of Petersham in the County of Worcester Clerk Defendt. in a plea of the Case for that the said Solomon at a place called Petersham viz at said Northfield on the twenty ninth day of January in the Year of our Lord Seventeen hundred and Ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him or order One hundred and eighteen dollars and twenty five Cents and the Interest on demand - Yet the said Solomon tho often requested hath never paid the same with the Interest but neglects it - to the damage of the said Rufus One hundred & fifty Dollars The plaintiff by Jno Barrett Esq. his atty appears and the Defendt. tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Rufus recover against the said Solomon $148-54 damages and Costs of Suit taxed at $ 8-18 - and thereof &c

Exd issd. Sept. 18. 1797 —

Cyprian Hurlbert of Northfield in the County of Hampshire Yeoman Plaintiff.
v. Joseph Johnson of Barnardston in the County of Hampshire Yeoman defendant, in a plea of the Case for that the said Joseph at Northfield in said County on the third day of June in the year of our Lord Seventeen hundred & Ninety four by his Note under his hand of that date for Value received promised the Plaintiff to pay him or his order five pounds Lawful Money with the Int. within six months from the date of said Note — Yet the said equal to forty ten dollars Sixty Six Cents and two thirds of a Cent — Yet the said Johnson though requested hath never paid said Sum and interest but neglects it — to the damage of the said Hurlbert Fifty dollars.

Hurlbert v. Johnson Sept. 234. 1797.

The Plaintiff by John Barrett Gent. his Attorney appears and the defendt. the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the Pl. Cyprian recover against the said Joseph the Sum of Seventeen dollars and forty four Cents damages and Costs of Suit taxed at $ 8-88 and thereof &c.

Exn. issued Sept. 18. 1797.

Josiah Fuller of Warwick in the County of Hampshire Stone Layer Plff. v. Samuel Reed of Warwick aforesaid Clerk Appellee from a Judgment of Obadiah Dickinson Esquire one of the Justices of the peace for the County of Hampshire on an original process wherein the Josiah was plaintiff and the said Samuel Defendant, in a plea of the Case for that the said Reed at said Warwick on the day of the purchase of this Writ in consideration that the Plaintiff before that time sold and delivered him a Slay at his request then and there in consideration thereof promised the Pltff to pay him therefor two pounds two shillings equal to Seven dollars on demand with the Interest — Also for that the said Reed there afterwards on the day of the purchase of this Writ being justly indebted in the Sum of Seven dollars according to the account annexed hereto then and there in consideration thereof promised the Plaintiff to pay him the same Sum on demand — and also for that the said Reed there afterwards on the same day in Consideration that the Plaintiff had before that time at his request sold and delivered him a Slay like to but other than the one aforesaid in the Count above then and there promised the Pltff to pay him so much therefor as the same was worth — and the plaintiff in fact says the said Slay was worth another Sum of Seven dollars — Yet the said Reed the requested the same sums or either of them has not paid but neglects it — To the damage of the said Josiah Fuller thirteen dollars —

Fuller v. Reed Sept. 235. 1797

The Appellant by John Barrett Gent. his Attorney appears and the appellee the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Josiah Fuller recover against the said Samuel Reed the Sum of Seven dollars damages and Costs of Suit taxed at $ 8-45 and thereof &c —

Exn. issued Sept. 18. 1797 —

Gad Wait of Ashfield in the County of Hampshire Trader Plaintiff v. Jesse Merrill of Buckland in the County aforesaid Innholder in Deff. in a plea of the Case for that the said Jesse at Ashfield aforesaid on the sixth day of July last past by his Note under his hand of that date for Value received promised the said Gad to pay him or order thirteen pounds nine shillings and eight pence half penny lawful money equal in Value to forty four dollars and Ninety five Cents on demand with Interest — Yet the said Jesse the often thereto requested hath not paid the same Sum and Interest but neglects it — to the damage of the said Gad Wait Sixty dollars — —

Wait v. Merrill Sept. 237. 1797.

The Plaintiff by Elijah Paine his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Gad recover of the said Jesse the Sum of forty five dollars thirty three Cents damages and Costs of Suit taxed at $7-19 and thereof &c——

Dam $ 45-39
Cost $ 7-19

Exd ffeb Sept. 20. 1797——

Paine vs White Sept. 23. 1797

Elijah Paine of Ashfield in the County of Hampshire Gentleman Plaintiff v. Nathaniel White of Hawley in the County afsd Yeoman defd in a plea of the Case for that the said Nathaniel at Northampton afsd on the twenty first day of June last past by his promissory Note under his hand of that date for Value received promised the Plaintiff to pay him or order twelve dollars and one Cent and the Interest on demand ——
And also for that the said Nathaniel there afterwards on the same twenty first day of June last past by his other Note under his hand of that date for Value received promised the plaintiff to pay him or order One dollar with the Interest on demand and also for that the said Nathaniel there afterwards on the same ~~twenty first~~ day of June last past by his note under his hand of that date for Value received promised one Joshua Phillips to pay him or order sixty eight Cents and the Interest on demand and the said Joshua there afterwards on the same day by his endorsement on the same Note for Value received ordered the Contents thereof then due and unpaid to be paid to the plaintiff of all which the said Nathaniel then and there had Notice and accordingly became liable then and there in Consideration thereof promised the Plaintiff to pay him the same Sum on demand Yet the said Nathaniel tho often requested the said Sums and Interest has not paid but neglects it to the Damage of the said Elijah Thirty Dollars—
The Plaintiff appears here in Court and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elijah recover against the said Nathaniel the Sum of thirteen dollars and Ninety three Cents damages and Costs of Suit taxed at $7-35 and thereof &c

Dam $ 13-93
Cost $ 7-35

Exd ffeb Sept. 20. 1797.

White vs Sadler Sept. 24. 1797

Thomas White of Whately in the County of Hampshire Blacksmith Plaintiff v. Noah Wright Sadler of Ashfield in the County afsd Yeoman Defendant in a plea of the Case for that the said Noah at Ashfield afsd on the nineteenth day of November in the Year of our Lord one thousand seven hundred and ninety three by his Note under his hand of that date for Value received promised the plaintiff to pay him or order two pounds thirteen shillings and six pence lawful money (equal in Value to eight dollars and Ninety two Cents) on demand with no meaning with Interest) — And also for that the said Noah there afterwards on the eighteenth day of May in the Year of our Lord one thousand seven hundred & Ninety five by his other other Note of hand by him subscribed for Value rec^d promised the pltff to pay him or his order two pounds Seventeen shillings and eight pence lawful money (equal in Value to Nine dollars and Sixty one Cents) on demand without meaning Interest — and also for that the said Noah there afterwards on the ninth day of September last past by his other Note of hand by him subscribed for Value received ——

promised the Plaintiff to pay him or order Twenty one dollars and the Interest ondemand. and also for that the said Noah there afterwards on the day of the purchase of this Writ being justly indebted to the Plaintiff in the Sum of four pounds fifteen shillings, equal to fifteen dollars and eighty seven Cents, for divers Services there before that time done and performed ~~account~~ according to the Account hereunto annexed by the Pltff. for the said Noah at his special instance and request then and there in consideration thereof promised the plaintiff to pay him the same Sum on demand — Yet the said Noah the often requested the said Sums and Interest has not paid but neglects it To the damage of the said Thomas One hundred dollars. — —

The plaintiff by Elijah Paine Gentr. his Attorney appears and the defendant the three times publickly called to come into Court makes default of appearance Wherefore it is considered by the Court that the said Thomas recover of the said Noah the Sum of Fifty four dollars and fourteen Cents damages and Costs of Suit taxed at $7-19 and thereof &c. —

Dam. $54-14
Costs $7-19.

Exn. issued Sept. 20. 1797 —

Dickinson vs Trowbridge Sept. 24. 1797

Obadiah Dickinson of Northfield in the County of Hampshire Esquire plaintiff and David Trowbridge of Albany in the County of Albany and State of New York Gentleman Administrator on the Estate of Joshua Lamb Woodbridge late of Boston in the County of Suffolk otherwise called Joshua Lamb Woodbridge of Northfield aforesaid deceased Parties to a rule of reference entered into and duly acknowledged agreable to the Statute in such Cases made and provided — And now the referees aforesaid to wit William Williams Thomas Gould and Samuel Bowers, send here into Court their Award as follows to wit "that the said Obadiah Dickinson recover against the said David Trowbridge in his aforesaid capacity of Administrator on the Estate of the said Joshua Lamb Woodbridge Nine hundred and Eighty dollars in full Satisfaction of all the demands submitted to us and the Costs of this reference being Ninety four dollars & thirty three Cents — And the Costs of the Court to be taxed by the Court — Which Award being read here in Court the same is accepted of by the Court — and it is thereupon considered by the Court — that the said Obadiah Dickinson recover Judgment against the said ~~Joshua Lamb~~ David Trowbridge in his said Capacity Nine hundred and Eighty Dollars damages and Costs of Suit taxed at One hundred and one dollars and twenty two Cents ~~Costs~~ and thereof &c.

Exn. issued Sept. 20. 1797 —

Willard vs Wales Sept. 26. 1797

Samuel Willard of Stafford in the County of Tolland and State of Connecticut ~~Appellant~~ Appellee vs Nathan Wales of Belchertown in the County of Hampshire Yeoman ~~Appellee~~ Appellant on an Judgment of Park Holland Esq. one of the Justices of the peace for the County of Hampshire in an action wherein the said Samuel was the Plaintiff and the said Nathan Wales defendant — in a plea of the Case for that the said Wales at said Belchertown on the day of the purchase of the Pltff Writ was indebted to the plaintiff in the sum of One pound seven shillings and three pence equal to four dollars and fifty four Cents for Visits Medicines and attendance before that time made found and provided by the said Willard for the said Wales at his special instance and request and being so indebted, he the said Wales then and there in Consideration thereof promised the plaintiff to pay him the same sum on demand and also that he the said Wales would pay to the said Willard —

Willard lawful Interest for the same Sum. Also for that the said Wales there afterwards on the same day Year and Place aforesaid in consideration that the Pltff had before that time made found and provided other Visits Medicines and attendance for the said Wales at his like special instance and request, promised the Plaintiff to pay him therefor so much Money as he reasonably deserved to have for the same when the said Wales should be thereunto afterwards requested and the Pltff that he reasonably deserved to have of the said Wales for the Visits Medicines and Attendance last mentioned one other Sum of four dollars and fifty four Cents and lawful Interest on the same Sum via at Belchertown aforesaid in the County aforesd of which the said Wales then and there had Notice — Yet the said Wales tho often requested hath not performed either of his promises aforesaid but neglects & refuses so to do to the damage of the said Samuel Thirteen dollars —

The Plaintiff by Jonathan Grout his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel Willard recover against the said Nathan Wales the Sum of Seven dollars and Eighty three Cents damages and Costs of Suit taxed at $ 11-86 and thereof &c —

Exn issued Sept. 22d 1797. —

Reynolds v Randell Sept. 252. 1797

Josiah Reynolds of Belchertown in the County of Hampshire Yeoman plaintiff v. James Randall of Orange in the County of Hampshire Gentn Defendant in a plea of the Case for that the said James at Windsor in the County of Plymouth to wit at Northampton aforesaid on the first day of September in the Year of our Lord one thousand seven hundred and ninety four by his Note by him subscribed for Value received promised the Plaintiff to pay him five pounds equal to Sixteen dollars and Sixty six Cents in three months from the date of said Note with Interest till paid — Yet the said James tho often thereto requested hath not paid said Sum but neglects and refuses to do it — To the damage of the said Josiah Thirty dollars —

The plaintiff by Jonathan Grout Gent. his Attorney appears, and the Defendant tho three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Josiah recover against the said James the Sum of Nineteen dollars and Seventy2 Cents damages and Costs of Suit taxed at $ 7-42

~~Exn issued Sept. 22d 1797.~~

Howe v Colburne Sept. 253. 1797

Sylvanus Howe of Belchertown in the County of Hampshire Gent plaintiff v. Jabez Colburne of Greenwich in said County Yeoman Deft. in a plea of the Case for that the said Colburne at Belchertown aforesd on the sixth day of June in the year of our Lord one thousand seven hundred and ninety six by his Note of that date for Value received promised the plaintiff to pay him or his order the Sum of twenty five dollars and thirty four Cents in six months from the date of said Note with Interest till paid — Yet the said Jabez tho thereto often requested hath not paid the same but neglects so to do to the damage of the said Sylvanus — Fifty Dollars — The plaintiff by Jon. Grout his Attorney appears and the Defendant tho three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Sylvanus recover against the said Jabez the Sum of $ 27-21 ~~and~~ Damages and Costs of Suit taxed at $ 6-35 and thereof &c.

Exn issued Sept. 22d. 1797 —

Jonathan Grant of Belchertown in the County of Hampshire, Gent. Plaintiff v. John Filer of Granby in said County Husbandman Defendt. in a plea of the Case for that whereas the said John at Belchertown aforesaid on the first day of December in the Year of our Lord one thousand seven hundred and ninety six by his Note of that date for Value received promised the plaintiff to pay him or order thirteen dollars and Eighty Eight Cents on demand with Interest — Yet the said John the often requested hath not paid said Sum but neglects to the Damage of the said Jonathan Thirty Dollars —

Grant v. Filer Sept. 25 b. 1797

The Plaintiff appears and the Defendant the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Jonathan recover against the said John fourteen dollars and forty nine Cents and Costs of Suit taxed at $ 6.42 and thereof &c.

Zebina Stebbins and Thomas Stebbins Jnr. both of Springfield in the County of Hampshire Merchants and Joint dealers in trade Pltffs v. Joshua Nichols of West Springfield in said County Yeoman Deft. in a plea of trespass on the Case for that whereas the said Joshua at Springfield aforesaid on the seventeenth day of October in the Year of our Lord one thousand seven hundred and ninety five by his promissory Note in writing under his hand of that date for Value received promised the said Zebina and Thomas to pay them or their order four pounds five shillings and eleven pence half penny which is equal as the plaintiffs say to thirteen dollars eighty three Cents — lawful Money on demand with the lawful Interest for the same Sum till paid Also for that whereas the said Joshua there afterwards on the same day was justly indebted to the said Zebina and Thomas in other sum of Seventy five Cents for divers goods Wares and Merchandizes there before that time by the Pltffs to the said Joshua at his special instance and request sold and delivered & being so indebted the said Joshua then and there in consideration thereof assumed on himself and faithfully promised the plaintiffs to pay them the last mentioned Sum on demand Yet the often thereto requested the said Joshua hath never paid the same or any part of either of sd Sums but unjustly neglects it to the damage of the said Zebina & Thomas the Sum of Twenty dollars —

Stebbins & Co. v. Nichols Sept. 25 7. 1797

The Plaintiff by George Bliss Esq his Attorney appears and the defendt the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Zebina and Thomas recover against the said Joshua the Sum of Seventeen dollars thirty nine Cents damages and Costs of Suit taxed at Seven dollars forty three Cents & thereof &c

Dam $ 17.39
Costs $ 7.43.

Exd. issued Sept. 20. 1797.

Moses Bliss Esq. of Springfield in the County of Hampshire Esquire Plaintiff v. Elijah Russell late of Springfield aforesaid Yeoman Defendt. in a plea of the Case for that the said Elijah at Springfield aforesaid on the fifteenth day of October in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Moses to pay him or his order Five pounds ten shillings, which the said Moses avers is equal to Eighteen dollars thirty three Cents on demand with the lawful Interest for the same till paid: Yet the said Elijah the thereto often-

Bliss Esq. v. Russell Sept. 26 1. 1797.

requested hath never paid the same or any part thereof but neglects it —
To the damage of the said Moses Bliss Forty dollars —
The Plaintiff by George Bliss his Attorney appears and the Defendant the
three times publickly called to come into Court makes default of his appear-
ance here — Wherefore it is considered by the Court that the said Moses
recover against the said Elijah the Sum of Nineteen dollars Thirty three
Cents damages and Costs of Suit taxed at $8-03 and thereof &c —

Exd. Sept. 24. 1797.

Parsons vs Clap — Sept 26 2. 1797

Zenos Parsons of Springfield
in the County of Hampshire Innholder Plaintiff vs Ezra Clap of Westfield in
the County of Hampshire Innholder Defendant in a plea of the Case for that whereas
the said Ezra at Westfield aforesaid on the twenty fourth day of August in the
Year of our Lord Seventeen hundred and ninety three by his promissory Note in
writing under his hand of that date for Value received promised the said
Zenos to pay him or his order Seven pounds twelve shillings equal to Twenty
five dollars thirty four Cents on demand with the lawful interest for the same
till paid. Yet the said Ezra hath not paid the same Sum and Interest or
any part thereof to the plaintiff tho thereto often requested but hitherto hath
and still doth unjustly neglect and refuse so to do to the damage of the said
Zenos Parsons the Sum of Forty Dollars. — — — — —
The Plaintiff by George Bliss Esq. his Attorney appears and the defendant
tho three times called to come into Court makes default of his appearance
here — Wherefore it is considered by the Court that the said Zenos Parsons
recover against the said Ezra the Sum of Thirty one Dollars fifty two
Cents damages and Costs of Suit taxed at $6-91 and thereof &c —

Exd. Sept. 28. 1797.

Bliss vs Black — Sept. 27. 1797

Alexander Bliss of Springfield in the County of Hampshire Yeoman Pltff
vs Alexander Black of West Springfield in the County aforesaid Yeoman in
a plea of the Case for that the said Alexander at said Springfield on the
twenty first day of February last past by his promissory Note of hand of that
date for Value received promised the said Alexander Black to pay him or his order
thirty dollars fifty Cents on demand with Interest for the same till paid.
Yet the often thereto requested the the same Sum and Interest or any
part thereof has not paid to the plaintiff but hitherto hath neglected
and still doth unjustly neglect and refuse so to do — to the damage of the
said Alexander Bliss the Sum of Fifty dollars.
The Plaintiff by George Bliss Gent. his Attorney appears and the Deft.
tho three times publickly called to come into Court makes default of his
appearance here — Wherefore it is considered by the Court that the
said Alexander Bliss recover against the said Alexander Black the
Sum of Thirty one dollars forty eight Cents damages and Costs of Suit
taxed at $6.09 and thereof &c.

Exd. Sept. 28. 1797

Bliss vs Slayton — Sept. 27. 1797.

Alexander Bliss of Springfield in the County of Hampshire Yeoman
Pltff vs Asa Slayton of Chester in the County aforesaid Husbandman
Deft. in a plea of the Case for that whereas the said Asa at Springfield
aforesaid on the first day of November in the Year of our Lord One
thousand seven hundred and Ninety three by his promissory Note under
his hand of that date for Value received promised the said Alexander
to pay him or his order five pounds six shillings, equal to seventeen
Dollars and sixty Seven Cents on demand with the lawful Interest

for the same Sum till paid Yet the said Asa the thereto often requested hath never paid said Sum and the Interest but hitherto hath and still doth unjustly neglect and refuse so to do to the damage of the said Alexander Bliss the Sum of Thirty Dollars. — — — — — —

The plaintiff by George Bliss Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Alexander Bliss recover of the said Asa Slayton the Sum of Twenty one dollars and Twenty six Cents damages and Costs of Suit taxed at $ 6-79 and thereof &c.

Ex.d issued Sept. 20. 1797.

Bliss vs Gillmore Sept. 272. 1797.

Moses Bliss of Springfield in the County of Hampshire Esquire Plff. vs William Gillmore of Chester in the County aforesaid Husbandman Defendant in a plea of Trespass on the Case for that whereas the said William at Springfield aforesaid on the Twenty eighth day of July in the year of our Lord Seventeen hundred and Ninety Seven by his promissory Note under his hand of that date for Value received promised the said Moses Bliss to pay him or his order Eighteen dollars and Eighty six Cents on demand with Interest for the same till paid, Yet the said William the thereto often requested hath never paid the same or any part thereof but unjustly neglects it — To the damage of the said Moses Thirty Dollars —

The Plaintiff by George Bliss Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Moses Bliss recover against the said William Gillmore the Sum of Twenty dollars and nine Cents damages and Costs of Suit taxed at $ 6.87. and thereof &c.

Ex.n issued Sept. 20. 1797 —

Fuller vs Chapin Sept. 274. 1797.

Elisha Fuller of Ludlow in the County of Hampshire Shopkeeper Plff. vs Ephraim Chapin of the same Ludlow Defend.t in a plea of Trespass on the Case for that the said Ephraim at Ludlow aforesaid by the Name of Ephraim Chapin Junr. on the twenty fourth day of April last past by his promissory Note of that date for Value received promised the plaintiff to pay him or his order Sixteen dollars and Sixteen Cents within five days from the date thereof with lawful Interest for the same till paid — Yet the said Ephraim the thereto often requested the same Sum and Interest has not paid or any part thereof but unjustly neglects it To the damage of the said Elisha the Sum of Twenty five Dollars. —

The Plaintiff by George Bliss Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Elisha recover against the said Ephraim the Sum of Sixteen dollars fifty two Cents damages and Costs of Suit taxed at $ 6,87 and thereof &c — —

Ex.n issued Sept. 20. 1797. —

Hamilton vs Thompson Sept. 278. 1797.

John Hamilton of Palmer in the County of Hampshire Gentleman Plaintiff vs Rufus Thompson of the same Palmer Husbandman defendant in a plea of the Case for that whereas the said Rufus at said Palmer on the tenth day of September last past by his promissory Note of hand of that date by him subscribed for Value received promised the said John to pay him or his order the Sum of Sixty dollars within six months (meaning

within Six Months from the date of said Note - Interest till paid - Yet the said Rufus the often thereto requested hath not paid the same but neglects it to the damage of the said John One hundred Dollars —
The plaintiff by Abner Morgan Esq his Attorney appears and the defendant the three times called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Hamilton recover against the said Thompson the Sum of Sixty three dollars and Sixty Cents and Costs of Suit taxed at $ 7.74. and thereof &c —

Exd ignord Sept. 21. 1797 —

Norcross vs Lee Sept. 279. 1797.

William Norcross of Monson in the County of Hampshire Trader Plaintiff v. Elizabeth Lee of the same Monson Single woman in a plea of the Case for that whereas the said Elizabeth at said Monson on the twenty third day of January last past by her promissory Note of Hand by her subscribed of that date for Value received promised the the said William to pay him or order the Sum of One hundred Ninety Six dollars and Sixteen Cents in three Months with Interest after that time till paid - Yet the said Elizabeth the often requested hath not paid the Contents of said Note according to the tenor thereof but neglects it To the damage of the said William Three hundred Dollars —
The Plaintiff by Abner Morgan Esq. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said William recover against the said Elizabeth two hundred dollars and fifty seven Cents damages and Costs of Suit taxed at $ 8-9- and thereof &c.

Exd ignord Sept. 21. 1797.

Parker vs Baker - Sept. 280. 1797.

Nathaniel Parker of Brimfield in the County of Hampshire Yeoman Plaintiff v. Benjamin Baker of Cambridge in the County of Middlesex Butcher defendant in a plea of the Case for that whereas the said Benjamin at said Cambridge to wit at Northampton aforesaid on the eleventh day of November last past by his promissory note of hand of that date by him subscribed for Value received promised the said Nathaniel to pay him or order the Sum of One hundred and eight dollars and forty Cents within thirty days yet said Benjamin the often requested hath not paid the Contents of said Note but neglects it — To the damage of the said Nathaniel One hundred and sixty dollars —
The plaintiff by Abner Morgan Esq. his Attorney appears and the Deft. though three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Nathaniel recover against the said Benjamin the Sum of One hundred and thirteen dollars and twenty eight Cents damages and Costs of Suit taxed at $ 10-21 and thereof &c. —

Exd ignord Sept. 21. 1797 —

Rutteridge vs Ringsley. Sept. 282. 1797.

John Rutteridge of Chesterfield in the County of Hampshire Physician Pltff v. Ebenezer Ringsley of the same Chesterfield Yeoman Defendt. in a plea of the Case &c — as by the plaintiffs Writ and declaration on file. Neither of the parties tho publickly called to come into Court appear and this Case is dismissed —

Jonathan Woodbridge of Worthington in the County of Hampshire Attorney at Law Plaintiff v. Jonathan Perkins of Plainfield in the same County Yeoman Defendant in a plea of the Case for that whereas the said Perkins at said Northampton on the twenty fourth day of April in the Year of our Lord one thousand seven hundred and ninety four by his promissory Note of hand of that date for that date for Value received promised the Plaintiff to pay him the sum of twenty four pounds lawful money equal to Eighty dollars by the first day of October then next with Interest till paid. Yet the said Perkins the often requested hath never performed his said promise but neglects to do it to the damage of the said Woodbridge One hundred dollars ——

Woodbridge v. Perkins Sept. 283. 1797

The Plaintiff appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore ~~therefore~~ it is considered by the Court that the said Jonathan do recover against the said Perkins the Sum of twenty two dollars and forty Cents damages and Costs of Suit taxed at $7-11 and thereof &c —

Ex.ⁿ issued Sept. 30. 1797.

Nicholas Cotterill of Worthington in the County of Hampshire Yeoman Plaintiff v. Thomas Wilber of Worthington aforesaid Labourer Defendt. in a plea of the Case for that the said Thomas at said Northampton on the twenty ninth day of July in the year of our Lord seventeen hundred and Ninety six by his promissory Note of hand of that date for Value received promised the Plaintiff to pay him the Sum of Fifty dollars in one Year from the date of said Note with lawful Interest — Yet the said Thomas altho often requested has never performed his said promise but neglects to do it — to the damage of the said Nicholas Sixty dollars. The plaintiff by Jonathan Woodbridge his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Nicholas recover against the said Thomas the Sum of forty two dollars and Seventy Cents damages and Costs of Suit taxed at $8-23 and thereof &c.

Cotterill v. Wilber — Sept. 287 —

Ex.ⁿ issued Sept. 19. 1797 —

Thomas Wells of Leyden in the County of Hampshire Trader Plaintiff v. Amos Grant of Leyden aforesaid Yeoman Defendant in a plea of the Case for that whereas the said Amos at Northampton aforesaid on the twenty fifth day of April last past by his Note under his hand of that date for Value received promised the Plaintiff to pay him or order five pounds seventeen shillings and eight pence (equal to nineteen dollars and Eleven Cents) on demand with Interest — Yet he hath never paid the same tho requested but neglects it — to the damage of the said Thomas Wells the Sum of Forty Dollars ——

Wells v. Grant Sept. 291. 1797

The Plaintiff by Richard E Newcomb Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Thomas recover against the said Amos the Sum of Nineteen Dollars and fifty Cents damages and Costs of Suit taxed at $8-13 and thereof &c

Aaron Rand of Deerfield in the County of Hampshire Trader Plff. v. Ozias Whiting of Deerfield aforesaid Yeoman Defendant in a plea of the Case for that whereas the said Whiting at Greenfield in said County on the fourteenth day of August Current by his Note under his hand of that date for —

Rand v. Whiting Sept. 293. 1797.

for Value received promised the Plaintiff to pay him or order the Sum of four pounds eighteen shillings and nine pence equal to fifteen dollars and forty seven Cents on demand with Interest — Yet he hath never paid the same the ingrateful but neglects it, to the damage of the said Aaron Hand Thirty dollars —

The Plaintiff by his Attorney appears and the said Ozias the Defendant the three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Aaron recover against the said Ozias the Sum of Sixteen dollars and fifty three Cents damages and Costs of Suit taxed at $7-15 and thereof &c.

Executed Sept. 15th 1797. —

Wilkinson & others vs Loveland Sept. 29. 1797.

Oliver Wilkinson Ozias & Newton and Aaron Green all of Greenfield in said County late Joint partners in trade, Plaintiffs vs Epaphroditus Loveland of Greenfield in said County Yeoman Defendant in a plea of the Case for that whereas the said Loveland at Northampton aforesaid on the seventeenth day of February last past by his Note of hand of that date, for Value received promised the Plaintiffs by the Name of Oliver Wilkinson & Co — to pay them or order fourteen dollars and twenty seven Cents on demand with Interest — And also for that whereas the said Loveland on the same twenty first day of April last past by his other Note of hand of that date for Value received promised the Plaintiffs by the Name of Oliver Wilkinson & Co. to pay them or order another Sum of Eleven dollars and Seventy six Cents upon demand — with Interest — Yet the said Loveland the ingrateful hath never paid either of said Sums but neglects it to the damage of the Plaintiffs the Sum of Sixty Dollars — The Plaintiffs by their Attorney appear and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Oliver Ozias and Aaron recover against the said Loveland the Sum of Twenty one Dollars fifty eight Cents damages and Costs of Suit taxed at $7-31 — and thereof &c.

Executed Sept. 15. 1797 —

Willard vs Foster Sept. 30. 1797

Beriah Willard of Greenfield in the County of Hampshire Yeoman Pltff. vs Lemuel Foster of Leyden in the same County Gentleman Defendant in a plea of the Case for that whereas the said Foster at Northampton aforesaid on the third day of May last past by his Note under his Hand of that date for Value received promised the pltff to pay him or order Twenty Dollars and ten Cents upon demand with Interest — and also for that whereas the said Foster at said Northampton on the eighteenth day of October in the Year of our Lord Seventeen hundred and ninety five by his other Note of hand of that date for Value received promised the Pltff to pay him another Sum, or order, of Twenty dollars on demand with Interest Yet he hath never paid either of said Notes the ingrateful but neglects it — To the damage of the said Beriah Willard Fifty dollars —

The plaintiff by Richard E Newcomb Gent. his Attorney appears, and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Beriah Willard do recover against the said Lemuel Foster the Sum of Thirty three dollars and eight Cents damages and Costs of Suit taxed at $7-47 and thereof &c —

Executed Sept. 15. 1797

Nathan Gould of Charlemont in the County of Hampshire Yeoman alias Gentleman Pltff. v. Henry Young of Heath in the same County Yeoman Defendt. in a plea of the Case for that whereas the said Henry at Greenfield aforesaid on the twelfth day of May in the Year of our Lord one thousand seven hundred & ninety six by his Note under his hand of that date for Value received promised the Plaintiff to pay him or order the sum of Forty five pounds, equal in Value to One hundred and fifty dollars, at or before the first day of April then next after the date of said Note with Interest — yet he hath never paid the same tho requested but neglects it to the damage of the said Gould two hundred dollars —

Gould vs Young Sept. 303. 1797.

The Plaintiff by Richard E. Newcomb Esq his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his Appearance here whereupon it is considered by the Court that the said Nathan recover against the said Henry the sum of Ninety three dollars and Sixty four Cents damages and Costs of Suit taxed at $9.86 and thereof &c.

Exd. issued Sept. 15. 1797.

Beriah Willard of Greenfield in the County of Hampshire Trader Pltff. v. Julia Kellogg of Shelburne in said County Yeoman, in a plea of the Case for that whereas the said Julia at said Northampton on the sixth day of February last past by her Note under her hand of that date for Value received promised the Pltff to pay him or order the nine dollars on demand with Interest — and also for that whereas the said Julia at said Northampton on the twenty seventh day of November in the Year of our Lord Seventeen hundred and Ninety five by her other Note of hand of that date for Value received promised the Pltff to pay him or order another Sum of Ten dollars on demand with Interest — yet she has never paid either of said Notes, the requested but neglects it to the damage of the said Beriah Willard the Sum of Forty dollars —

Willard vs Kellogg Sept. 304. 1797.

The Plaintiff by Henry E. Newcomb his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Beriah recover against the said Julia the Sum of Fifteen dollars and twenty seven Cents damages and Costs of Suit taxed at $7-23 and thereof &c

Exd. issued Sept 15. 1797 —

Beriah Willard of Greenfield in the County of Hampshire Trader Pltff. v. David Morrison of Colrain in said County Yeoman Defendt. in a plea of the case for that whereas the said Morrison at said Northampton on the thirteenth day of May last past by his Note under his hand of that date for Value received promised the Pltff to pay him or order fifteen dollars & eighteen cents on demand with Interest — and also for that whereas the said David at said Northampton on the twenty first day of November in the Year of our Lord Seventeen hundred and ninety five by his other Note of hand of that date for Value received promised the Pltff to pay him or order another Sum of twelve dollars and ninety five Cents on demand with Interest — yet he hath never paid either of said Sums the —

Same vs Morrison Sept. 305. 1797.

the ingrateful but neglects it to the damage of the said Beriah Thirty dollars
The Plaintiff by Richard E Newcomb Gent. his Attorney appears and the
Defendant the three times publickly called to come into Court makes default
of his appearance here — Wherefore it is considered by the Court — that the
said Beriah recover against the said David the Sum of Nineteen dollars
and Seventeen Cents damages and Costs of Suit taxed at $7.55 —
and thereof &c.

Exd. issued Sept. 15. 1797 —

Robinson
vs
Eason
Sept. 30d. 1797

William Robinson of Bernardstown in the County of Hampshire
Blacksmith Pltff vs. David Eason of Bernardstown in said County Yeo-
man alias David Eason of Leyden in the same County Yeoman Defendt.
in a plea of the case for that whereas the said David at Greenfield in
said County on the twentieth day of June in the Year of our Lord
seventeen hundred and ninety six by his note under his hand of that
date for Value received promised the Plaintiff to pay him or his order
the Sum of Seven pounds seven shillings / equal to twenty four dollars
and fifty Cents by the first day of May then next with Interest
from the first day of November then next — Yet he hath never paid
the same the ingrateful but neglects it — To the damage of the said
William Forty dollars —
The Plaintiff by Richard E Newcomb Gent. his Attorney appears &
the defendant the three times publickly called to come into Court
make default of his appearance here — Wherefore it is considered by
the Court that the said William recover against the said David
the Sum of Twenty five dollars and Ninety two Cents damages and
Costs of Suit taxed at $9-35 and thereof &c

Exd. issued Sept. 15. 1797. —

Hall
vs
Johnson
Sept. 30d. 1797.

John Elton Hall of Greenfield in the County of Hampshire Trader
plaintiff vs. Billey Johnson of Charlemont in the County aforesaid
Innkeeper in a plea of the Case for that whereas the said Billey at
at Greenfield in said County on the seventh day of January in the
Year of our Lord one thousand seven hundred and ninety seven by his
Note under his hand of that date for Value received promised one
Beriah Willard the Sum of Eighty three dollars and forty one Cents on
demand with Interest and the said Beriah Willard at Greenfield aforesd
on the day of the purchase of this Writ by his indorsement on the same Note
for Value received ordered the Contents thereof then due to be paid to the Pltff
of which the said Billey there afterwards on the same day had due Notice
and thereby became liable in Law to pay the Contents of said Note to
the Plaintiff and being so liable he then and there in consideration thereof
promised the Plaintiff to pay him the same according to the tenor & effect
of said Note — and also for that whereas the said Billey at Green-
field aforesd on the Seventeenth day of February last past by his other
Note under his hand of that date for Value received promised one
Beriah Willard to pay him or order another Sum of Forty two Dollars
and Seventy nine Cents on demand with Interest — and the said Beriah
at said Greenfield on the day of the purchase of this Writ by his indorse-
ment on said Note for Value received, ordered the Contents thereof then
due to be paid to the Plaintiff of which the said Billey there afterwards

on the same day had due Notice and thereby came liable in Law to pay the Contents of said Note to the Plaintiff and being so liable he then and there in Consideration thereof promised the Plaintiff to pay him the same according to the tenor and effect of said Note – Yet he hath never paid either of said Notes the requested but neglects it to the damage of the said Beriah Willard the Sum of One hundred and Seaty dollars ——

The Plaintiff by Richard E Newcomb Gent. his attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said John recover against the said Billy the Sum of One hundred and five dollars and two Cents damages and Costs of Suit taxed at $7-72 – and thereof &c.

Exn issued Sept. 15. 1797 –

Hooker vs Baker Sept. 315 / 1797

William Hooker of West Hampton in the County of Hampshire Physician Plaintiff v. John Baker of West Hampton aforesaid Husbandman, alias Gentleman Defendant in a Plea of Trespass on the Case for that the said Baker at West Hampton aforesaid on the fourteenth day of October in the Year of our Lord seventeen hundred and ninety five by his Note in writing under his Hand of that date for Value received promised the said William to pay him or order the Sum of Eight hundred and thirty three dollars and thirty three and 1/4 Cents / meaning Eight hundred and thirty three dollars and thirty three Cents and one fourth of a Cent / with Interest by the first day of April 1797 / meaning by the first day of April in the Year of our Lord Seventeen hundred and Ninety Seven / payment to be made at William Hooker & Company's Store / meaning at the Store of William Hooker and Company at West Hampton aforesaid – and the said William avers that the said time of Payment has long since passed – and that he was then and there ready to receive said Sum according to the tenor of said Note. Yet the said Baker the often thereto requested has never performed his said Promise but unjustly refuses to do it to the damage of the said William the Sum of Thirteen hundred dollars ——

And now the said William by John Hooker Esq. his Attorney comes into Court and says that he has not and does not authorize any Person to appear for him in this Cause & thereupon the said action is dismissed.

Champion & al. vs Arms — Sept. 317. 1797.

Epaphroditus Champion of Haddam in the County of Middlesex and State of Connecticut & John Williams of Conway in said County ~~Phenehas Fowler~~ Gentleman Plaintiffs v. Lemuel Arms of Deerfield in the County of Hampshire Yeoman Defendant in a plea of the Case for that the said Lemuel at said Conway on the eleventh day of December in the Year of our Lord One thousand seven hundred and ninety five was justly indebted to the said Epaphroditus and John in the full and just Sum of four pounds and five shillings equal to fourteen dollars and seventeen Cents for certain goods Wares and Merchandizes by said Epaphroditus and John to said Lemuel at his said Lemuels special instance and request there before that time sold and delivered, faithfully promised the said Epaphroditus and John to pay them the same Sum on demand – And the said Epaphroditus and John say that they demanded the same Sum on demand – Yet the said Lemuel the often thereto requested hath never paid said Sum but unjustly neglects it –

To the damage of the said Epaphroditus and John Twenty Dollars —
The Plaintiff by William Billings Esq his Attorney appears - and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Epaphroditus and John recover against the said Lemuel the Sum of Fourteen dollars and Seventeen Cents damages and Costs of Suit taxed at $7-30 and thereof &c —

Exn issued Sept. 15. 1797. —

Moffatt vs Stubbins Sept. 319. 1797.

Joseph Moffatt of Brimfield in the County of Hampshire Physician Pltff — vs Levi Stubbins of Brimfield aforesaid Yeoman Defendant in a plea of the Case for that the said Levi at said Brimfield on the thirteenth day of August in the Year of our Lord one thousand seven hundred and ninety three by his Note under his hand of that date for Value received promised the said Joseph to pay him or his order Eleven pounds three shillings and nine pence silver Money equal in Value to thirty eight dollars and fifty four Cents on demand with Interest for the same — Yet tho often thereto requested the said Levi has never paid the said Sum but neglects it to the damage of the said Joseph the Sum of Forty dollars —
The Plaintiff by Stephen Pynchon Gent. his Attorney appears - and the Defendant tho three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph Moffatt recover against the said Levi Stubbins the sum of Twenty nine dollars and sixty seven Cents damages and Costs of Suit taxed at $8-21 and thereof &c.

Exn issued Sept. 21. 1797.

Phelps & al. vs Maxwell Sept. 322. 1797

Charles Phelps Esq. and Samuel Porter Esq. both of Hadley in the County of Hampshire Executors of the last Will and Testament of Elisha Porter late of said Hadley deceased Pltff. vs Hugh Maxwell of Heath in said County Esq — Defendant in a plea of the case for that the said Hugh at said Heath on the twelfth day of July in the Year of our Lord seventeen hundred and Ninety five by his promissory note under his hand of that date, for Value received of Paul Spooner promised the said Elisha then in full Life to pay him the Sum of Ninety Pounds equal to Three hundred dollars Lawful Money in one Year from the first day of January then next with lawful Interest for the same from the said time of Payment till paid — Yet said Hugh tho often requested did not in the Life time of the said Elisha ever pay him the same or hath since the decease of the said Elisha ever paid the Pltff. the same but unjustly neglects it to the damage of the said Charles and Samuel in said Capacity the Sum of two hundred and Fifty dollars —
The Plaintiffs by Wm Ely Gent. their Attorney appears and the Defend. tho three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Charles and Samuel in their said Capacity recover against the said Hugh the sum of two hundred and four dollars and twelve Cents damages and Costs of Suit taxed at $6-58 and thereof &c —

Exn issued Sept. 19. 1797

Stephen Miller of Middletown in the County of Middlesex and State of Connecticut Yeoman Plaintiff vs. Jabez Chapman of Springfield in the County of Hampshire Yeoman Defend.t in a plea of the Case for that the said Jabez at s.d Springfield on the twenty third day of May in the Year of our Lord fifteen hundred and ninety Seven by his writing under his hand of that date for Value received promised the Pltff to pay him the Sum of twenty pounds two shillings and ten pence lawful Money equal to Sixty Seven dollars and fourteen Cents within thirty days from the date and if not then paid Interest for the same untill paid — Also for that the said Jabez at Glastenbury to wit at Springfield aforesaid on the fourteenth day of June in the Year of our Lord fourteen hundred & ninety seven by his other Note or writing under his hand of that date for Value rec.d promised the said Stephen to pay him the sum of two pounds fifteen shillings and seven pence equal to Nine dollars and Seventy six Cents within thirty days from the date of said Note or writing with Interest for the same untill paid. Yet the said Jabez the often thereto requested hath never paid the Plaintiff the same Sums but ever has and still does neglect and refuse to do it to the damage of the said Stephen One hundred Dollars — The Plaintiff by Wm Ely Gent. his Attorney appears and the Defendant tho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Stephen recover against the said Jabez the sum of Seventy Seven dollars and thirty nine Cents and Costs of Suit taxed at 8 D 11 and thereof &c.

Miller vs Chapman Sept. 32d. 1797.

Exn issued Sept. 19. 1797.

Moses Burt Yeoman and Moses Burt Jun.r Gent. both of Springfield in the County of Hampshire Administrators on the Estate of John Burt late of said Springfield deceased Pltff vs. Eli Putnam of Ludlow in said County Yeoman defendant in a plea of the Case for that the said Eli at s.d Springfield on the twenty third day of October in the year of our Lord one thousand seven hundred and Ninety two by his promissory note under his hand of that date for Value received promised the said John then alive to pay him the Sum of Eight pounds lawful money equal to twenty Six dollars and seventy six Cents by the first day of October next ensuing the date of said Note with Interest till paid — Also for that the said Eli at s.d Springfield on the same twenty third day of October aforesaid, by his certain other promissory Note under his hand of that date for Value received promised the said John Burt then alive to pay him or order the sum of Eight pounds ten shillings silver Money equal to twenty eight dollars and thirty three Cents within two Years next ensuing the date of said Note with lawful interest for the same untill paid — Also for that the said Eli at said Springfield on the same twenty third day of October aforesaid by his certain other promissory Note under his hand of that date for Value received promised the said John then alive to pay him or order Eight pounds five shillings equal to Twenty seven dollars and fifty Cents to be paid in three years next ensuing the date of s.d Note with Interest till paid. Yet the said Eli tho thereto often requested hath never paid either of said Sums to the said John in his Life time or to the Plaintiffs since the decease of the said John but hitherto hath & still doth unjustly neglect and refuse to do it to the damage of the said Moses Burt and Moses Burt Jun.r in their said Capacity the sum of Forty Dollars — — — — — — — The

Burts Adm.rs vs Putnam Sept. 325. 1797

The Plaintiff by William Ely Gent. their Attorney appears — and the defendant the three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Moses Burt and Moses Burt Junr. recover against the said Eli (in their said Capacity) the Sum of Ninety Seven dollars and fourteen Cents damages and Costs of Suit taxed at $ 6-91 and thereof &c.

Exn. issued Sept. 28. 1797.

Miller vs Chapman Sept. 326. 1797

Stephen Miller of Middletown in the County of Middlesex and State of Connecticut Yeoman Plaintiff vs. Jabez Chapman Junr. of Springfield in the County of Hampshire Yeoman Defendant. in a plea of the case for that the said Jabez at said Springfield on the twenty third day of May in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised the Plaintiff to pay him the Sum of twenty four pounds three shillings and three pence lawful money equal to Eighty dollars and fifty four Cents within thirty days from the date of said note — and if not then paid Interest for the same Sum till paid — Yet the said Jabez tho often requested hath never paid the Plaintiff the same but unjustly neglects and refuses to do it — to the damage of the Ptf. Stephen One hundred Dollars.

The Plaintiff by Wm. Ely Gent. his Attorney appears, and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Stephen do recover against the said Jabez the Sum of Eighty one dollars and Ninety four Cents damages and Costs of Suit taxed at $ 8-11 and thereof &c. —

Exn. issued Sept. 19th 1797.

Braddock vs Chapman Sept. 327. 1797

Michael Braddock of Middletown in the County of Middlesex and State of Connecticut Yeoman Plaintiff vs. Jabez Chapman of Springfield in the County of Hampshire Yeoman Defendt. in a plea of the Case for that the Ds. Jabez at Springfield aforesaid by his certain promissory Note or writing under his hand of that date for Value received promised the plaintiff to pay him or his order Ten pounds sixteen shillings and six pence equal to Thirty six dollars & eight Cents Lawful Money in thirty days next ensuing the date of said Note with lawful interest for the same till paid. Yet said Jabez tho often thereto requested hath never paid the Plaintiff the same or in any way performed his promise but neglects it to the damage of the said Michael fifty dollars —

The Plaintiff by Wm. Ely Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Michael recover of the said Jabez the Sum of Thirty seven dollars and twenty one Cents damages and Costs of Suit taxed at $ 8-11 and thereof &c.

Exn. issued Sept. 19. 1797.

Burt & al. vs Simons & al. Sept. 330 1797.

Moses Burt Yeoman, and John Burt Gentleman both of Springfield in the County of Hampshire Plff. vs. Paul Geer Simons Yeoman and ~~Thomas~~ Isham Simons Yeoman and Abner Simons Yeoman all of Springfield aforesaid Defendts. in a plea of the case for that the said Paul Geer, ~~Thomas~~ Isham and Abner at Ds. Springfield on the twelveth day of January in the year of our Lord one thousand seven hundred and ninety seven by their promissory notes under their hands of that date promised the plaintiffs jointly and severally, to pay them or order the Sum of One hundred and Six dollars and seventy five Cents on demand with Interest accruing thereby lawful interest till paid — Yet the said Paul Geer, Isham and Abner tho often thereto requested have never paid the Plff. the same or any part thereof but unjustly neglect and refuse to do it —

to the damage of the said Moses and John two hundred Dollars —
The Plaintiffs by William Eby Gent. their Attorney appear and the defendants the three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Moses and John do recover of the said Paul Gear, Isham and Abner the sum of Seventy nine Dollars and Seven Cents damages and Costs of Suit taxed at £7-59 — and thereof &c.

Ex.n issued Sept. 19. 1797.

Phelps & al. v Maxwell Sept. 332. 1797

Charles Phelps Esq. and Samuel Porter Esq. both of Hadley in the County of Hampshire Executors of the last Will and Elisha Porter late of said Hadley deceased Pltff. v. Thompson Maxwell of Chesterfield in said County Gent.n — in a plea of the case for that whereas the said Thompson at Hadley aforesaid on the thirteenth day of October in the year of our Lord one thousand seven hundred and ninety three by his promissory note under his hand of that date for Value received promised the said Elisha deceased then in full life to pay him or his order the sum of fourteen pounds seventeen shillings & four pence, equal to forty nine dollars and fifty six Cents lawful money in three months from the date of said Note with lawful Interest for the same untill paid — Yet said Thompson the often thereto requested did not in the life time of the said deceased pay him the same nor hath he since paid the plaintiffs the same but ever has and still does neglect and refuse to do it to the damage of the said Charles and Samuel in said Capacity the Sum of Eighty dollars —
The plaintiffs by Wm. Eby Gent. their Attorney appear and the Defendant the three times publickly called to come into Court make default of his appearance here — Wherefore it is considered by the Court that the said Charles and Samuel in their said capacity recover of the said Thompson the sum of Sixty one dollars and fourteen Cents damages and Costs of Suit taxed at £5-7 and thereof &c

Ex.n issued Sept. 19. 1797.

Spencer v Collins Sept. 335. 1797

George Spencer of East Windsor in the County of Hartford and State of Connecticut Yeoman Plaintiff v. Nathaniel Collins of Middlefield in the County of Hampshire Yeoman Defendant in a plea of Debt for that the said George at a Court holden before Elephalet Terry Esquire a Justice of the peace for the County of Hartford and State of Connecticut at Enfield in said County to wit at Northampton aforesaid on the thirteenth day of March last past by the Consideration of said Justice recovered Judgment against the said Nathaniel for the sum of twelve dollars and forty two Cents damages and for the sum of sixty eight Cents for the Costs and Charges by him about his Suit in that behalf expended — whereof the said Nathaniel is convict as by the record of proceedings of said Justice remaining manifestly appears — an attested Copy of which the plaintiff has here in Court ready to be produced which judgment remains in full force not annulled, discharged, reversed or satisfied, and the Writ of Execution hath been issued on said Judgment in due form of Law of the price of twenty three Cents — Yet no part thereof hath been paid, indorsed or received but remains wholly unsatisfied and unpaid by means whereof Action hath accrued to the Pltff to have and demand the above Sums of the said Nathaniel with damages for the detention of the same Yet the said Nathaniel the often requested hath never paid the same but neglects it — to the damage of the said George Twenty Dollars —

The Plaintiff by Wm Ely Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said George Spencer do recover of the said Nathaniel the Sum of thirteen dollars and Seventy three Cents damages and Costs of Suit taxed at $ 8-38 and thereof &c

Exn issued Sept. 19. 1797.

Hoar vs Ruggles — Sept. 344/1797.

William Hoar of New Salem in the County of Hampshire Labourer Pltff vs Edward Ruggles of Montague in said County Innholder Defend. in a plea of the Case for that the said Edward at Montague aforesaid on the seventh day of November last past by his Note under his hand of that date for Value received promised the said William to pay him the Sum of Fifty eight Dollars and twenty three Cents on demand with the lawful Interest for the same untill paid — Yet the said Nathaniel though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said William Forty dollars.

The Plaintiff by Edward Upham Gent. his Attorney appears and the Deft. though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William recover against the said Edward the Sum of ~~Fifty~~ Eighteen dollars and Seventy one Cents damages and Costs of Suit taxed at $ 7-8 — and thereof &c.

Exn issued Sept. 22d. 1797.

Hemenway vs Goldthwait Sept. 346. 1797.

Joshua Hemenway Jun. of New Salem in the County of Hampshire Yeoman Plaintiff vs Jacob Goldthwait of New Salem aforesaid Yeoman Deft. in a plea of the Case for that the said Jacob at said New Salem on the third day of May last past by his Note under his hand of that date for Value recd promised the said Joshua to pay him or his order the Sum of Twelve dollars and fifty Cents on demand with lawful Interest for the same untill paid — and also for that the said Jacob at said New Salem on the day of the date of this Writ was justly indebted to the said Joshua in the Sum of One dollar and forty five Cents for the Articles contained in the Schedule hereto annexed and then and there in consideration thereof promised said Joshua to pay him the same on demand — Yet the said Jacob though often thereto requested hath never paid the same but unjustly neglects and refuses so to do — to the damage of the said Joshua twenty dollars —

The Plaintiff by E. Upham Gent. his Attorney appears — and the Defendt — though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the Joshua recover against the said Jacob the Sum of fourteen dollars and twenty two Cents damages and Costs of Suit taxed at $ 7-39 and thereof &c —

Exn issued Sept. 22d. 1797. —

Allen vs Meacham Sept. 347. 1797.

Ezra Allen of New Salem in the County of Hampshire Housewright Plaintiff vs Jonathan Meacham of the same New Salem Gentn defendant — in a plea of the Case for that the said Jonathan at said New Salem on the seventh day of November last past by his Note under his hand of that date for Value received promised the said Ezra to pay him the Value of Fifteen pounds equal in Value to fifty dollars in Boards by the last day of May then next following — and the said Ezra avers that he was always ready to

receive said Bonds — Yet the said Jonathan though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Ezra Twenty dollars —

The plaintiff by E. Upham Gent. his Attorney appears — and the defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Ezra recover against the said Jonathan the Sum of Fifty dollars and eighty seven Cents damages and Costs of Suit taxed at $ 7-64 and thereof &c. —

Exn issued Sept. 22d 1797.

Prentice vs Hair Sept. 34d. 1797

Samuel Prentice of Northfield in the County of Hampshire, Physician Plaintiff vs. William Hair of New Salem in said County Labourer, defendant in a plea of the case for that the said William at Northfield aforesaid on the twenty first day of September in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the said Samuel to pay him or his order the sum of Six pounds seven shillings and two pence (equal to twenty one dollars and twenty Cents) on demand with the lawful Interest for the same sum till paid. Yet the said William though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Samuel the Sum of Forty dollars — The plaintiff by Ed. Upham Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said William the Sum of Twenty three dollars and Sixty Seven Cents, damages and Costs of Suit taxed at $ 8-44 and thereof &c.

Exn issued Sept. 22d 1797.

Macarty & al vs Paris Sept. 34d

Nathaniel Macarty of Pelham in the County of Worcester Trader & Shubael Shields Stratton of New Salem in the County of Hampshire, trader, Partners in Trade Plaintiffs vs. Samuel Paris of New Salem in said County, Yeoman Defendt — in a plea of the Case for that the said Samuel at said New Salem on the twentieth day of November last past by his Note under his hand of that date for Value received promised the Plaintiffs to pay them or their order the Sum of Ninety dollars and fifty two Cents on demand with the lawful Interest for the same untill paid. Also for that the said Samuel at said New Salem on the sixteenth day of May last by his note under his hand of that date for Value received promised the Plaintiffs to pay them or their order the Sum of Forty dollars on demand with lawful Interest for the same till paid — Also for that the said Samuel was justly indebted to the Plaintiffs at said New Salem on the day of the purchase of this Writ in the Sum of Ten dollars and ninety seven Cents to ballance the Account here to annexed and then and there in Consideration thereof promised the plaintiffs to pay them the same on demand — Yet the said Samuel though often thereto requested hath never performed either of his said promises but neglects and refuses to do it to the damage of the Plaintiffs three hundred dollars. — The Plaintiff by Edward Upham Gent. their Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the Plaintiffs recover against the said Samuel the Sum of One hundred forty three dollars, damages and costs of Suit taxed at $ 7-97 and thereof &c. —

143 .56.

Exn issued Sept. 22d 1797.

Smith & al. vs. Rendall Sept. 350. 1797

Chilab Smith and Windsor Smith both of Hadley in the County of Hampshire Traders Plaintiffs vs Samuel Rendall of New Salem in said County Inholder defendant in a plea of the Case for that the said Samuel at said Hadley on the twenty first day of January last past by his Note under his hand of that date for Value received promised the Plaintiffs to pay them or their order Six pounds five shillings and seven pence / equal to twenty dollars and ninety six Cents / on demand with the lawful Interest for the same untill paid - Yet the said Samuel the often requested hath never paid the same but neglects and refuses to do it to the damage of the said Chilab and Windsor the Sum of Forty dollars —
The plaintiffs by E. Upham Gent. their Attorney appear and the defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Chilab & Windsor recover against the Samuel the Sum of —
Damages and Costs of Suit taxed at $ and thereof &c —

Goldthwait vs Torrey Sept. 352. 1797.

Joseph Goldthwait of New Salem in the County of Hampshire Physician Plaintiff vs William Torrey of New Salem aforesaid Yeoman Defend. in a plea of Trespass wherein the said Joseph complains that the said William at New Salem aforesaid on the first day of August in the Year of our Lord one thousand seven hundred and ninety five and divers days and times between the said first day of August and the first day of July current the said Josephs Close bounded as follows to wit beginning on the North Line of Solomon Johnsons Land on the west side of the road then running westerly on the North Line of said Johnsons land twenty eight rods to a stake and Stones - then turning a right Angle & running northerly twenty three rods to a heap of Stones then turning a right Angle & running easterly to said road then on the west side of said Road to the first mentioned bounds — containing three Acres and three quarters of an Acre — with force and Arms broke and entered and the said Josephs Grass & herbage there lately growing to the Value of Ten dollars with Carts and Oxen did break tread down and destroy and the said Josephs Soil within the same did break up & subvert and three Tuns of hay worth Ten dollars and Thirty bushells of Corn worth Ten dollars, all found within the said Close the property of him the said Joseph with force and Arms took and carried away contrary to Law against our Peace & to the damage of the said Joseph the ~~said~~ Sum of forty dollars —
The Plaintiff by E. Upham Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said William the Sum of fifteen dollars damages and Costs of Suit taxed at $ 7-72 and thereof &c —
Ex. issued Sept. 22. 1797

Page vs Hastings Sept. 353. 1797

Timothy Page of New Salem in the County of Hampshire Gentleman Plaintiff vs Seth Hastings of New Salem aforesaid Yeoman Def. in a plea of the Case for that the said Seth at said New Salem on the twenty fifth day of January last past by his Note under his hand of that date for Value received promised the said Timothy to pay him or his order the Sum of two hundred and forty four dollars and and seventy one Cents within two months from the date of said Note with lawful interest for the same untill paid - Yet the said Seth though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Timothy the Sum of Three hundred Dollars — — — —

The plaintiff by Ed. Upham Gent. his Attorney appears - and the defendant though three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Timothy recover against the said Seth the Sum of Two hundred and fifty three dollars & Eighty seven Cents damages and Costs of Suit taxed at $7-48 and thereof &c

Exn issued Septbr 22d 1797.

Hedge v. Bartlett Sept. 356. 1797

Asa Hedge of Shutesbury in the County of Hampshire Yeoman Pltff v. Israel Bartlett of Shutesbury aforesaid Yeoman Defendant in a plea of the Case for that said Israel at Amherst in said County on the third day of July current by his Note under his hand of that date for Value received promised one Aaron Bartlett to pay him or his order the sum of eighteen dollars and six Cents, on demand with lawful Interest for the same untill paid - And afterwards to wit on the same day & year aforesaid the said Aaron at Amherst aforesaid by his indorsement in writing on the same Note with his own hand subscribed, ordered the Contents of the same then wholly due and unpaid to be paid to the said Asa for Value received whereof the said Israel then and there had notice & thereby became liable in Law to pay the same Contents to the said Asa, according to the tenor of said Note and the indorsement thereon and then and there in consideration thereof promised the said Asa to pay him the same accordingly - Yet the said Israel tho often requested hath never paid the same but neglects and refuses to do it - to the damage of the said Asa Forty Dollars. The Plaintiff by Ed. Upham Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Asa recover against the said Israel the sum of Eighteen Dollars and twenty Six Cents damages and Costs of Suit taxed at Seven dollars and thereof &c —

Exn issued Septbr 22d 1797. —

Ely v. Flower Sept. 359. 1797.

Theodore Ely of West Springfield in the County of Hampshire Merchant Plaintiff v. Francis Flower of Westfield in the County of Hampshire Merchant Defendant, in a plea of the Case for that one David Galbreath and Thomas Elmes, at New York in the County and State of New York, or at Springfield in our County of Hampshire on the first day of June last past drew a certain bill in writing subscribed with their hands by the Name of Galbreath and Elmes and directed the same to the said Francis whereby they directed the said Francis to pay to the said Theodore at thirty days sight for Value received the Sum of Four hundred and twenty one dollars, Twenty one Cents and to place the same to the account of the said Galbreath and Elmes - And the said Theodore in fact saith that afterwards to wit on the seventh day of the same June at West Springfield aforesaid the said Francis accepted the said bill and thereby became chargeable & now is chargeable and liable to pay the sum in said Bill mentioned, viz, four hundred and twenty one dollars & twenty one Cents, according to the tenor thereof to the said Theodore - and being so liable the said Francis then and there in Consideration thereof, assumed on himself and faithfully promised the said Theodore to pay him the same sum according to the tenor of s^d Bill. Also for that one David Galbreath and Thomas Elmes at New York aforesaid on the first day of June last past, drew one other bill in writing subscribed "for Galbreath and Elmes" Joseph Poole" which said Poole was the agent

of the said David and Thomas and by them directed to draw the Bill herein mentioned and directed the same to the said Francis, whereby they required the said Francis to pay to the said Theodore at thirty days sight, for Value received the Sum of four hundred twenty one dollars and twenty one Cents and place the same to the account of the said Galbreath and Elmer — And the said Theodore in fact saith, that afterwards to wit, on the seventh day of the same June, at West Springfield aforesaid the said Francis accepted the last mentioned Bill and thereby became liable and chargeable to pay the Sum in said bill mentioned according to the tenor thereof and being so liable the said Francis then and there in consideration thereof assumed on himself and faithfully promised ye Theodore to pay him the last mentioned Sum of four hundred and twenty one dollars and twenty one Cents according to the tenor of said said bill last mentioned — Also for that the said Francis at West Springfield aforesaid on the seventh day of June last past was justly indebted to the said Theodore in one other sum of four hundred twenty one dollars and twenty one Cents for money he the said Francis before that time had had and received of him the said Theodore and to his use, and being so indebted the said Francis then and there in consideration thereof assumed on himself and faithfully promised said Theodore to pay him the same Sum whenever he should be thereto requested. — Yet the said Francis though often thereto requested hath never paid either of the beforementioned Sums but unjustly neglects and refuses to do it —
To the damage of the said Theodore the sum of Eight hundred Dollars —
The plaintiff by Samuel Ely Gent. his Attorney appears and the Deft — though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Theodore recover against the said Francis the Sum of Four hundred twenty three dollars thirty two Cents damages and Costs of Suit taxed at $7.97 and thereof &c.

Exon issued Sept. 19. 1797. —

Franklin & Ors. v. King — Sept. Term 1797.

Samuel Franklin Williams Robinson and Abraham Franklin Joint Merchants under the Firm of Franklin Robinson & Company all of the City County and State of New York Plaintiffs v. Orange King of Sheffield in the County of Berkshire Yeoman alias Gentleman in a plea of trespass on the case for that the said Orange at Chesterfield in said County of Hampshire on the twenty eighth day of June in the year of our Lord seventeen hundred and ninety three by his Note of hand of that date for Value received promised one Apollos King to pay him or order the sum of Thirteen pounds four shillings lawful money (which sum the plffs aver is equal to to forty four dollars) with Interest commencing to pay the same sum on demand — and afterwards to wit on the fifteenth day of May last past at said Northampton the Contents of said Note or any part thereof not being paid by indorsement in writing on the back of said Note subscribed by the said Apollos. He the said Apollos ordered the Contents of the same note to be paid to the plaintiffs for Value received of which said indorsement the said Orange there afterwards on the same fifteenth day of May aforesaid had notice by reason whereof and by force of the Law in such Case the said Orange became liable and chargeable to pay the Contents of the same Note to the plaintiffs according to the tenor and effect of the same Note and indorsement aforesaid — and being so liable & chargeable as aforesaid assumed on himself and to the plaintiffs then and there faithfully promised to pay the Contents of said note according to the tenor & effect of said Note

and indorsement aforesaid on demand — Also for that the said Orange at said Chesterfield on the same fifteenth day of May aforesaid was justly indebted to the Pltff in another Sum of Seventy five dollars for so much money of the Pltff and to their use, by the said Orange to their use by the said Orange then before that time had and received & being so indebted then and there in consideration thereof assumed on himself and to the Plaintiffs then and there faithfully promised to pay them the same Sum on demand — Yet the said Orange the often requested hath not paid the Contents of said Note to the plaintiffs or either of them nor hath he paid them the sum last mentioned or any part thereof though often requested but hath neglected and refused and still doth unjustly neglect and refuse to do it to the damage of the said Franklin Robinson and Franklin the Sum of One hundred Dollars — The Plaintiffs by Samuel Hinckley Esq. their Attorney appear and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Franklin Robinson and Franklin recover of the said Orange the Sum of Eighty four dollars thirty seven Cents damages & Costs of Suit taxed at $9. 21 and thereof &c.

Exn issued Septr 16. 1797. —

Phineas Perkins of Southwick in the County of Hampshire Gentleman Plaintiff vs. Byron Starkweather of Southwick aforesaid Yeoman Defendant in a plea of the Case for that the said Byron at Southwick aforesaid on the ninth day of January in the Year of our Lord seventeen hundred and ninety six by his promissory Note in writing under his hand of that date for Value received promised the said Phineas to pay him the sum of twenty five pounds which is equal to Eighty three dollars and thirty three Cents, by the first day of June in the year of our Lord One thousand seven hundred and ninety seven with Interest — Yet the said Byron though often requested to do it and although the time of payment is elapsed hath never paid the same but unjustly neglects & refuses so to do — to the damage of the said Phineas One hundred & eighty dollars — — The Plaintiff by Samuel Lathrop his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Phineas recover against the said Byron the sum of Ninety one Dollars sixty seven Cents damages and Costs of Suit taxed at $7. 46 and thereof &c.

Perkins vs Starkweather Sept. 361. 1797

Exn issued. Sept. 19. 1797.

Joel Thayer of Orange in the County of Hampshire Yeoman Plaintiff vs Levi Witt of Orange aforesaid Cordwainer Deft. in a plea of the Case for that the said Levi at said Orange on the twenty eighth day of June in the Year of our Lord Seventeen hundred and ninety seven by his Note by his Note under his Hand of that date for Value received promised the plaintiff to pay him or order forty seven dollars and twenty five Cents and the Interest on demand Yet the said Levi tho' requested the same Sum and Interest has not paid but neglects it to the damage of the said Joel Twenty dollars — The Plaintiff by Samuel Lathrop Gent. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joel recover against the said Levi the Sum of forty seven dollars and fourteen cents and Costs of Suit taxed at $ 8-92 and thereof &c —

Thayer vs Witt. Sept. 367. 1797

Exn issued Sept. 14. 1797 —

Barnes
vs
Rogers
Sept. 373. 1797.

Thomas Barnes Junr. of Granville in the County of Hampshire Yeoman Plaintiff vs Nathaniel Rogers of Sandisfield in the County of Berkshire Gentleman Defendt. in a plea of the Case for that whereas the said Nathaniel at said Granville on the twenty day of November in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised said Thomas Barnes Junr. to pay him or order Twenty dollars by the eighteenth day of April then next with Interest — Yet said Nathaniel the often thereto requested hath not performed his said promise but unjustly neglects and refuses so to do — To the damage of the said Thomas the Sum of Forty dollars — —
The Plaintiff by John Phelps Gent. his attorney appears and the Defendt. tho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Thomas recover against the said Nathaniel the Sum of Twenty dollars Ninety five Cents damages and Costs of Suit taxed at $8-62 and therefor &c —

Exn. issued Sept. 15. 1797 —

Garrett
vs
Crocker
Sept. 376. 1797

Theoda Garrett of Blanford in the County of Hampshire Yeoman Pltff vs John Crocker of Blanford aforesaid Yeoman Defendt. in a plea of the Case for that the said John at Granville in said County on the first day of December in the Year of our Lord seventeen hundred and ninety six by his Note in writing under his hand of that date for Value received promised the said Theoda by the Name of Theodore Garrett to pay him order the Sum of Fifty dollars specie with Interest from the twentieth day of February then next and now past untill paid Yet said Joseph tho often thereto requested hath not performed his said promise but neglects it — to the damage of the said Garrett the Sum of Eighty Dollars —
The Plaintiff by John Phelps Gent. his Attorney appears and the Defendt. tho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Theoda recover of the said John the Sum of Fifty one dollars and Sixty six Cents damages and Costs of Suit taxed at $9-41 and therefor &c —
8 57-66
9-41

Exn. issued Sept. 15th 1797 —

Hayes
vs
Dickinson
Sept. 378. 1797.

Luther Hayes of Granville in the County of Hampshire Saddler Pltff. vs Consider Dickinson of Granville aforesaid Yeoman Defendt. in a plea of the Case for that the said Consider at West Springfield in said County on the twenty second day of November in the Year of our Lord Seventeen hundred and ninety six by his certain Note in writing under his hand of that date for Value received promised one Frederick Palmer to pay him or his order the Sum of Forty dollars and Seventy five Cents on demand with lawful Interest till paid — and the said Frederick afterwards, viz. on the same day and at the place last mentioned by his indorsement in writing made on the said Note and subscribed with his hand assigned the said Note to the said Luther and by the same indorsement ordered the Contents of said Note then wholly due and unpaid to be paid to the said Luther according to the tenor and effect of said Note of which the said Consider afterwards to wit on the day and year and at the place last mentioned had notice and thereby became chargeable and liable to pay to the said Luther the Sum mentioned in said Note according to the tenor and effect of the same and being so chargeable, in consideration thereof then and there promised so to do — Yet said Consider tho thereto often requested hath not performed his promise aforesaid but neglects it To the damage of the said Luther Sixty Dollars —

The

The Plaintiff by John Phelps Gent. his attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Luther recover against the said Consider the sum of Forty two dollars Sixty eight Cents damages and Costs of Suit taxed at $8-38 — and thereof &c —

Exᵗ issued Sept. 15. 1797 —

Asa Hemenway of Warwick in the County of Hampshire Trader Plaintiff v. Banyan Penniman of Warwick aforesaid Yeoman defendant in a plea of the Case for that the said Banyan at said Warwick on the nineteenth day of January last past by his Note under his hand of that date for Value received promised the Plaintiff to pay him or his order forty dollars in good warrented Shingles fifteen inches long on demand with Interest till paid — Yet the said Banyan tho often requested has not delivered said Shingles nor has he paid said Sum and the Interest but neglects to do it to the damage of the said Asa the Sum of Eighty dollars — — — — — — —

Hemenway vs Penniman Sept. 389. 1797

The Plaintiff by Solomon Vose his attorney appears and the the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa recover against the said Banyan the sum of Forty one dollars and fifty five Cents damages and Costs of Suit taxed at $9-3 and thereof &c —

Exᵗ issued Sept. 18. 1797. —

Asa Hemenway of Warwick in the County of Hampshire Trader Plaintiff v. Martin Stevens of Warwick aforesaid Gentleman Deft. in a plea of the Case for that the said Martin at Warwick aforesaid on the twelfth day of November last past by his Note under his hand of that date for Value received promised the said Asa to pay him or his order twenty Dollars in good Hatts in three months after the date of said Note with the Interest till paid — Yet the said Martin tho requested has not delivered said Hatts though said time of payment has long since elapsed nor has he paid said Sum but neglects it — to the damage of the said Asa forty dollars —

same vs Stevens Sept. 390. 1797

The plaintiff by Solomon Vose Gent his attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa recover against the said Martin the sum of Twenty one dollars damages and Costs of Suit taxed at $9-11 — and thereof &c.

Exᵗ issued Sept. 18. 1797

Reuben Alexander Junr of St. Johnsbury in the County of Orange and State of Vermont Trader Plaintiff v. Ezekiel Foster of Greenfield in said County Hampshire Physician Defendt in a plea of the Case for that the said Ezekiel at Gill in said County of Hampshire on the twenty sixth day of May last past by his Note under his hand of that date for Value received promised the Plaintiff to pay him or his order four pounds fifteen shillings and three pence (of the Value of fifteen dollars and eighty seven Cents) on demand with Interest till paid yet the said Ezekiel tho requested hath not paid said Sum but neglects it to the damage of the said Reuben Thirty dollars —

Alexander vs Foster Sept. 391. 1797

The Plaintiff by Solomon Vose Gent. his Attorney appears and the Defent. tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said Ezekiel the Sum of Sixteen dollars & sixteen Cents damages and Costs of Suit taxed at $ 8-43 and thereof he may have &c.

Ex.n issued Sept. 18. 1797.

Goodhue vs. Smith Sept.r 394. 1797

Francis Goodhue Jun.r of Swanzey in the County of Cheshire and State of New Hampshire Yeoman Plaintiff vs. Jonathan Smith of Athol in the County of Worcester Yeoman alias Husbandman. Defendant. in a plea of the Case for that that the said Jonathan at Northampton aforesaid on the twenty eighth day of January last past by his Note under his hand of that date for Value received promised the Plaintiff to pay him or his order thirteen dollars and thirty Cents by the last day of April next after the date of said Note with Interest till paid — Yet the said Jonathan though often requested and although the time of Payment has elapsed has not paid said Sum but neglects it — To the damage of the said Francis thirty dollars —
The Plaintiff by Solomon Vose Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Francis recover against the said Jonathan the Sum of thirteen dollars and sixty four Cents damages and Costs of Suit taxed at $ 8-71 and thereof &c. —

Ex.n issued Sept. 18. 1797

Chamberlain vs. Saddler — Sept.r 393. 1797

Selah Chamberlain of Brattleboro in the County of Windham and State of Vermont Yeoman Plaintiff vs. Joseph Saddler of Montague in the County of Hampshire Yeoman Defend.t in a plea of the Case for that the said Joseph at Montague aforesaid on the sixteenth day of December last past by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Six pounds twelve shillings (equal to twenty two dollars) on demand with Interest till paid. Yet the said Joseph though often thereto requested has not paid said Sum but neglects to do it —
To the damage of the said Selah Forty four dollars —
The Plaintiff by Sol.n Vose Gent. his Attorney appears and the Def.t though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Selah recover against the said Joseph the Sum of twenty two dollars ninety nine Cents damages and Costs of Suit taxed at $ 8-63 and thereof &c —

Ex.n issued Sept. 18. 1797.

Timson vs. Smith Sept. 395. 1797.

Robert Timson of Warwick in the County of Hampshire Yeoman Pff. vs. Jonathan Smith of Athol in the County of Worcester Yeoman Defend.t in a plea of the Case for that the said Jonathan at Athol to wit at Northampton aforesaid on the twenty seventh day of July in the Year of our Lord Seventeen hundred & ninety Six by his Note under his Hand of that date for Value received

promised the Plaintiff to pay him or order four pounds fourteen shillings of the Value of fifteen dollars and sixty seven Cents in Earthen Ware at the wholesale price by the first day december next after the date of said Note with Interest till paid — Yet though requested and though the time of payment has elapsed has not delivered said Earthen Ware nor paid said sum or performed his promise aforesaid but neglects to do it — To the damage of the said Robert Thirty dollars —

The plaintiff appears by Sol Vose Gent. his Attorney and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Robert recover against the said Jonathan the sum of Fifteen dollars seventy three Cents damages and Costs of Suit taxed at $ 8-71 and thereof &c.

Exn. issued Sept. 18. 1797

Winchester Proprietors vs Hatch — Sept. 396. 1797

The Proprietors of the Town of Winchester in the County of Cheshire and State of New Hampshire plaintiffs vs John Hatch resident in Northfield in the County of Hampshire Yeoman Defendant in a plea of the Case for that the said John at Northampton aforesaid on the fifteenth day of November last past by his Note under his hand of that date for Value received promised the Plaintiffs to pay them fifteen dollars on demand with Interest till paid Yet the said John though requested has never paid said Sum but neglects it — to the damage of the said — Proprietors the Sum of Thirty Dollars —

The Plaintiffs by Sol Vose Gent. their Attorney appear and the defendant though three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Proprietors recover against the said John the Sum of fifteen dollars and Seventy five Cents damages and Costs of Suit taxed at — $ 8-99 and thereof &c —

Exn. issued Sept. 18. 1797.

Hooker vs Mack — Sept. 400. 1797

John Hooker of Springfield in the County of Hampshire Esquire Plaintiff vs Richard Mack of Williamsburgh in said County Yeoman Defendant in a plea of the Case for that the said ~~Williams~~ Richard at said Springfield on the twenty first day of January last past by his Note in writing under his hand of that date for Value received promised said John to pay him or order Sixteen dollars and seventy eight Cents on demand with Interest till paid — Yet said Richard though often thereto requested has never paid the same but unjustly neglects and refuses to do it — to the damage of the said John Hooker the Sum of twenty four Dollars —

The plaintiff appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Richard the Sum of Seventeen dollars and forty Cents damages and Costs of Suit taxed at $ 7-43 and thereof he may have &c —

Exn. issued Sept. 15. 1797 —

Gibbs
vs
Williams
Sept. 404. 1797

Samuel C. Gibbs of Blanford in the County of Hampshire Yeoman Plaintiff vs. John Williams of Worthington in the County of Berkshire Defendant in a plea of trespass on the Case for that whereas the said John at said Blanford on the twelfth day of October last past by his promissory Note of hand of that date for Value received promised the said Samuel C. (meaning to pay him) fifty nine dollars and eighty eight Cents by the first (meaning the first day) of May then next - with Interest from the date of said Note - Yet the said John the often requested hath not performed his said promise but unjustly neglects and refuses to do it to the damage of the said Samuel C. the Sum of Eighty dollars — The Plaintiff by Elisha Ashman his Attorney appears and the defendant though three times publicklly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel C. recover against the said John the Sum of Sixty three dollars and sixteen Cents damages and Costs of Suit taxed at $ 8 - 12 — and thereof &c

Exn issued Sept. 16. 1797 —

Stebbins
vs
Chapin
Sept. 408. 1797

Joseph Stebbins of Springfield in the County of Hampshire Innholder Plaintiff vs Ephraim Chapin Junr. of Ludlow in said County Gent. defendant in a plea of the Case for that the said Ephraim at said Springfield on the twelfth day of October in the Year of our Lord one thousand seven hundred and ninety five by his promissory note of hand of that date for Value received promised said Joseph to pay him the sum of Eight pounds lawful Money equal to twenty six dollars and sixty six Cents and two thirds of a Cent by the first day of April then next and if not paid by the time (meaning the said first day of April) then pay double the meaning double Interest for the same — Also for that whereas the said Ephraim at said Springfield on the twelfth day of October in the Year of our Lord one thousand seven hundred and ninety five was justly indebted to the said Joseph in the Sum of twenty six dollars Sixty six Cents and two thirds of a Cent for a Bull there before that time sold & delivered by him the said Joseph to him the said Ephraim at his special instance and request He the said Ephraim then and there in consideration thereof promised said Joseph to pay him the same whenever after thereto requested — Yet the said Ephraim the often thereto requested hath never paid the same Sums or either of them but hitherto hath & still does unjustly neglect and refuse so to do — to the damage of the the said Joseph as he saith the sum of Fifty Dollars —

The plaintiff by John Hooker Esq his Attorney appears and the defendant though three times publicklly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Ephraim the Sum of twenty nine dollars seventy two Cents damages and Costs of Suit taxed at $ 6 - 67 and thereof &c —

Dam - $ 29 - 72

Exn issued Sept. 15. 1797 —

Rich
vs
Gaby & ux.
Sept. 409. 1797

Salmon Rich of Western in the County of Worcester Husbandman plaintiff vs George Gaby late of Palmer in the County of Hampshire Yeoman defendant in a plea of trespass on the Case for that the said George at Granville in the County of Hampshire on the tenth day of September in the Year of our Lord one thousand seven hundred

and Ninety Six by his Note in writing under his hand of that date for Value received promised to pay one Stephen Stetson or order the Sum of Thirty pounds L.M. (meaning lawful money and which is equal to one hundred dollars) to be paid within five months from the date (meaning the date of said Note which time is long since past, meaning to pay Interest for the same and afterwards the same ninth day of September at said Gorham the said Stephen by his indorsement on the back of said Note with his own proper Hand subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the Plaintiff for Value received of which the said George there afterwards the same day had notice, and thereby became liable and chargeable to pay the Contents of the same Note according to the tenor and meaning of the same to the Plaintiff and being so liable and chargeable then and there in consideration thereof assumed on himself and faithfully promised to pay the Contents of the said Note according to the meaning and tenor of the same to the Plaintiff — Yet the said George tho often requested hath never paid the same or nor any part thereof but unjustly neglects it — To the damage of the said Salmon two hundred dollars — and whereas the said Salmon saith that the said George has not in his hands and possession, Goods and Estate to the Value of two hundred dollars which can be come at to be attached but has intrusted to and deposited in the hands and possession of Benjamin Peirce of Chesterfield in the County of Hampshire Husbandman and James Shaw of Salem in said County Husbandman Goods Effects and Credit to the said Value. We command You that you summon the said Benjamin & James &c ——

The Plaintiff by Benj. Parsons his Attorney appears — and the said George Gaby the Defendant and the said Benjamin Peirce and the said James Shaw Agents as aforesaid although three times publickly called to come into Court make default of their appearance here wherefore it is considered by the Court that the said Salmon recover against the said George and the said agents the Sum of Seventy five dollars and thirteen Cents damages and Costs of Suit taxed at $11-30 and thereof &c. —

Exd issued Sept. 20. 1797 —

Smith vs Allen — Sept. 4th. 1797

Elijah Smith of Whately in the County of Hampshire Gentleman Plaintiff vs Joseph Allen of Bernardstown in the County of Hampshire Gentleman otherwise called Joseph Allen of Bernardstown Gentleman defendt. in a plea of trespass on the Case for that the said Allen at Whately aforesd. on the tenth day of September in the Year of our Lord Two thousand and ninety six by his Note in writing under his hand of that date for Value received promised the said Smith to pay him or his order Nine pounds lawful money equal to Thirty dollars in Value by the first day of June then next with Interest — Yet the said Allen though often thereto requested hath never paid the Contents of said Note but unjustly neglects it to the damage of the said Smith fifty dollars. The Plaintiff by John Taylor Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Smith recover against the said Allen the sum of thirty one dollars Eighty Cents damages and Costs of Suit taxed at $6-73 and thereof &c.

Exd issued Sept. 22d. 1797.

Southwick
vs
Cooke
Sept. 12. 1797.

Samuel Southwick of New Salem in the County of Hampshire Yeoman and Samuel Cooke of the same New Salem Gentleman Parties to a rule of reference duly entered into and acknowledged agreable to the Statute in such case made and provided. — The parties by their attorneys appear here in Court — and now the referees by the parties chosen as aforesaid as aforesaid to wit Henry Dwight, Joshua Green and Perry Holland Esq.rs send here into Court their award as follows to wit "that the said Samuel Southwick recover against the said Samuel Cooke the Sum of Sixty two dollars and sixteen Cents debt or damage and Costs of reference taxed at Sixteen dollars and thirty nine Cents and Costs of Cost of Court to be taxed by the Court —" which award being read here in Court the same is accepted of by the Court — and it is thereupon considered by the Court that the said Samuel Southwick do recover of the said Samuel Cooke Sixty two dollars and sixteen Cents damages and Costs of Suit taxed at $ 20-96 and thereof &c.

Ex.tion issued Sept. 22d. 1797 —

Cutler
vs
Bates —
Sept. 13. 1797

Humbly shews, Robert Cutler, that at a Justice Court holden before Zebina Montague Esq.r one of the Justices of the Peace for the County of Hampshire at his dwelling house in Amherst on Monday the third day of July last past he recovered Judgment against Israel Bates for the Sum of Twelve dollars and three Cents damages and two dollars and Sixty six Cents Costs of Suit from which Judgment the said Israel appealed to ~~from~~ this Hon.ble Court and recognized to prosecute his appeal but has failed to do it — The said Robert therefore prays affirmation of the former Judgment with additional damages & Costs. by Strong Esq his Attorney — Wherefore it is considered by the Court that the said Robert recover against the said Israel twelve dollars and fifteen Cents damages and Costs of Suit taxed at $ 8-4 and thereof &c —

Ex.tion issued Sept. 16. 1797.

Titus
vs
Ringsley
Sept. 14. 1797.

Ebenezer Titus of Greenwich in the County of Hampshire Husbandman Plaintiff vs. Oliver Ringsley of Greenwich aforesaid Husbandman Deft. in a plea of the Case for that the said Oliver at Greenwich aforesaid on the twenty sixth day of April last past by his Note by him subscribed for Value received promised the Pltff to pay him or his order four pounds seven shillings and Eight pence, equal to fourteen dollars and Sixty Cents with Interest (omaing on demand) Yet the said Oliver the often requested hath not paid said Sum but neglects so to do —— To the damage of the said Ebenezer forty dollars — — ——

The Plaintiff by S. Gorst Gent.n his Attorney appears and the defend.t though three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer recover against the said Oliver the Sum of fourteen dollars ninety four Cents damages and Costs of Suit taxed at $ 8-8 — and thereof &c

Dam. $ 14-94
Costs. 8-8

Ex.tion issued Sept. 22. 1797.

Moses Croft of New Bury in the County of Orange and State of Vermont Yeoman Pltff. v. Thomas Locke late of Cambridge in the County of Essex and Phineas Ormis of Leavenett in the County of Hampshire agent and trustee to the said Thomas in a plea of the Case &c — and the said Parties the three times publickly called to come into Court make default of their appearance — and the Case is dismissed —

Croft vs Locke & agt — Sept. 416. 1797.

Aaron Rice of Northampton in the County of Hampshire Tanner & Ebenezer Lane of said Northampton Gentleman, Parties in a reference agreable to a rule duly entered into and acknowledged according to the Statute in such case made and provided — The parties by their Attorneys appear here in Court — and now the said Referees to wit William Edwards Levi Lyman and Thomas Bridgman send here into Court their Award as follows — to wit — "That the said Aaron Rice shall have and recover of the said Ebenezer Lane Five hundred and two dollars and nine Cents damages and Costs of reference taxed at twenty three dollars and ninety nine Cents and Cost of Court to be taxed by the Court — which Award being read in Court — the same is accepted of by the Court — and it is thereupon considered by the Court that the said Aaron Rice do recover against the said Ebenezer Lane Five hundred and two dollars and nine Cents damages and Costs of Suit taxed at $ 28 40 and thereof &c.

Rice vs Lane Sept. 418. 1797.

Exn. issued Sept. 30. 1797 —

John Gould of Charlemont in the County of Hampshire Yeoman Pltff v. John Hall of Charlemont aforesaid Physician Dft. in a plea of the Case for that whereas the said John Hall at Northampton aforesaid on day of the purchase of this Writ was indebted to the said John Gould in the the Sum of Seaten dollars and eleven Cents for so much money there before that time paid laid out and expended by the said John Gould for the use of the said John Hall at his special instance and request and being so indebted he the said John Hall then and there in consideration thereof promised the said John Gould to pay him the same Sum on demand with Interest — Yet the said John Hall has never paid the same though requested but neglects it — To the damage of the said John Gould the sum of thirty dollars — and whereas the said John Gould saith that the said John Hall has not in his own hands and possession goods and Estate to the Value of thirty dollars which can be come at to be attached, but has intrusted to and deposited in the hands and possession of Lazarus Barrows of Charlemont aforesaid, Shoemaker — trustee of the said John Hall, goods, effects and credits to the said Value. We Commanded &c — The Plaintiff by Jonathan Leavitt Gent. his Attorney appears and the said John Hall and the said Lazarus Barrows agent as afore'd although three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said John Gould recover against the said John Hall & Agent the the Sum of Seaten dollars and eleven Cents damages and Costs of Suit taxed at ten dollars and Twenty four Cents and thereof he may have his Execution —

Gould vs Hall & Agt. Sept. 420. 1797

Exn. issued Sept. 19th 1797 —

Peirce
v.
Bangs
Sept. 421. 1797

Benjamin Peirce of Chesterfield in the County of Hampshire Gent. Plaintiff v. James Bangs Junr. of Williamsburg in said County Joiner Defdt. in a plea of the Case for that the said James at said Chesterfield on the twenty first day of December last past by his Note in writing, under his hand of that date for Value received promised the Plaintiff to pay him or order twenty two dollars at or before the first day of March then next (which time is now past) with Interest – Yet the said James tho often requested hath never paid the Contents of said Note but unjustly refuses it to the damage of the said Benjamin Thirty dollars ——

The Plaintiff by Benjn. Parsons Gent. his Attorney appears – and the defendt. though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Benjamin Peirce recover of the said James Bangs Junr. the sum of Twenty two dollars and ninety three Cents damages and Costs of Suit taxed at $ 6 – 14 and thereof &c.

Exn. issued Sept. 20. 1797 ——

Phelps
v.
Ashley
Sept. 422. 1797

Noah Phelps of Westfield in the County of Hampshire Yeoman & William Ashley of the same Westfield Yeoman Parties in a rule of reference duly entered into acknowledged according to Law – The Parties by their respective Attorneys appear – and now the said Referees to wit Abel Whitney Esq. Titus Doolittle and Asher Sacket send here into Court their Award as follows, viz. "That the said Noah Phelps do recover and receive of the said William Ashley as damages Ninety eight dollars and ninety Cents and Costs of this reference which is seven dollars and seventy five Cents – The Costs of the Court to be taxed by the Court." – Which award being read here in Court the same is accepted of by the Court – And it is thereupon considered by the Court that the said Noah do recover against the said William the Sum of Ninety eight dollars and ninety Cents damages and Costs of Suit taxed at $ 14 – 15 and thereof &c.

Exn. issued Sept. 15. 1797 ——

Tower
v.
Foy & al.
Sept. 423. 1797

Humbly shews Justin Granger and Thankful M^c^Intire both of West Springfield in the County of Hampshire and Executors of the last Will & testament of George M^c^Intire late of said West Springfield deceased — That the estate of said George is indebted in the sum of five hundred and Ninety dollars and fifty eight Cents and that the personal estate and Credits amounted to no more than three hundred and thirty dollars ninety six Cents, leaving a Ballance after the deduction of the amount of the personal estate of the sum of two hundred and and fifty four dollars and sixty two Cents — Your Petitioners therefore pray your Honors that they may be authorized and impowered to sell so much of the real estate of the said George M^c^Intire deceased as will raise the aforesaid Sum of two hundred and fifty four dollars and sixty two Cents with incidental Costs and Charges.

George M^c^Intires Ex^rs^ pet^n^ for Sale of Real Estate & order thereon Septr 425. 1797.

Which Petition being read together with a Certificate from the Honble the Judge of Probate of said County confirming the aforementioned statement and that in his opinion it is necessary that so much of the real estate of said deceased should be sold as will produce the aforesaid Sums — It is thereupon considered by the Court that the Executors aforesaid be and ~~thereby~~ they hereby are impowered to make Sale of so much of the real estate of said deceased as will produce the Sum of Two hundred and Seventy dollars for the purpose mentioned in said petition having first advertised the same in the News papers printed at West Springfield three Weeks previous to such sale and observing the directions of the Law relating to such Sales. ——

Elijah Butler of Winchester in the County of Cheshire and State of New Hampshire Trader Plaintiff v. Thomas Bordwell of Montague in the County of Hampshire Yeoman alias Gentleman in a plea of the case for that the said Thomas at said Northampton on the day of the purchase of this Writ being indebted to the plaintiff in the sum of fifteen dollars for one barrell of Beef according to the account annexed sold and delivered the said Thomas by the Plaintiff at the special instance and request of him the said Thomas — he the said Thomas then and there in consideration thereof promised the plaintiff to pay him so much as said Beef was reasonably worth and the plaintiff in fact saith said Beef was reasonably worth the Sum of fifteen dollars — Yet the said Thomas though often requested hath not paid said Sum but neglects to do it to the damage of the said Elijah Thirty dollars ——

Butler v Bordwell Septr 426. 1797.

The plaintiff by Sol^r^ Vose his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Elijah do recover against the said Thomas the Sum of fifteen dollars damages and Costs of Suit taxed at $ 8-35 — and thereof &c.

Ex^n^ issued. Septr 18 — 1797

Humbly shews Stephen Temple that at a Justice Court holden before Elisha Billings Esquire one of the Justices of the peace for the County of Hampshire at his dwelling house in Conway on the thirteenth day of June he recovered Judgment against John Wilkie Junr for the Sum-

Temple v Wilkie Septr 427. 1797

of four dollars and Sixty Seven Cents debt or damage and four dollars and six Cents Costs of Suit from which Judgment said John appealed to this Court and recognized in due form of Law to prosecute his said appeal with effect – but hath failed to do it – Whereupon your Complainant prays affirmation of said Judgment with additional damages and Costs – it is thereupon considered by the Court that the said Stephen recover of the said John the ~~Sum~~ Sum of four dollars and seventy four Cents damages and Costs of Suit taxed at $ 11-20 and thereof &c.

Exn issued Septr 20. 1797 –

Temple vs Wilkie Septr 420. 1797.

Humbly shews Stephen Temple, that a Justice Court holden before Elisha Billings Esq. one of the Justices of the peace for the County of Hampshire, at his dwelling house in Conway in said County on the thirteenth day of June last past recovered Judgment against John Wilkie Jun for the Sum of thirteen Dollars and thirty three Cents debt or damages & Costs of Suit taxed at four dollars and six Cents from which Judgment the sd John appealed to this Honorable Court and recognized in due form of Law to prosecute said appeal but hath failed to do it – ~~To the damages~~ He therefore prays Confirmation of said Judgment with additional damages and Costs – It is thereupon considered by the Court that the said Judgment be affirmed – and that the said Stephen recover against the said John the Sum of thirteen dollars forty three Cents damages and Costs of Suit taxed at $ 11-15 and thereof &c.

Exn issued Septr 20. 1797. —

Jones & others vs Laughton Septr 429. 1797.

Humbly shews Alphred Jones and Bidher Jones that at a Justice Court holden before Elisha Billings Esq. one of the Justices of Peace for the County of Hampshire at his dwelling house in Conway ~~the~~ the twelfth day of May last past they recovered Judgment against Clark Laughton for the Sum of four dollars and eight Cents debt or damages and Seven dollars and twenty nine Cents Costs of Suit – from which Judgment the sd Clark appealed to this Court and recognized in due form of Law to prosecute his said appeal with effect but has failed to do it – They therefore pray affirmation of said Judgment with additional damages and Costs –
It is therefore considered by the Court that the said Judgment be affirmed and that the said Alphred and Bidher recover against the said Clark Laughton the Sum of four dollars and seventeen Cents damages and Costs of Suit taxed at $ 14-97 and thereof &c

Exn issued Septr 20. 1797.

Pinney vs Mooney Septr 430. 1797.

Humbly shews John Pinney Junr of Middlefield in the County of Hampshire Yeoman, that his Body was taken and holden to appear before David Shepherd Esq. at his dwelling house in Chester in said County on Monday the twenty fourth day of July 1797 at one of the Clock in the afternoon to answer to James Mooney of Middlefield aforesaid Yeoman in a process of Confession in a plea of the Case – And the said James at the time and place aforesaid appeared and entered his Action and the said John appeared and denied the plaintiffs demand – and such proceedings were had that he the said James in the presence of the said Justice notified the said John that he should carry said action to the Court of Common pleas then next to be holden at Northampton within and for said County on the Monday next preceding the second tuesday of September then next – but the

said James has failed to enter and prosecute his action aforesaid at the same Court. The said John therefore prays he may be allowed his Costs —

pr Jon.a Wordbridge his Attorney —

Whereupon it is considered by the Court the said John the Complainant be allowed his Costs taxed at $ 7-40 and thereof &c —

Exn issued Septr 19. 1797.

Thompson vs Atkins Septr 431. 1797.

Humbly shews Sylvanus Thompson of Greenwich in the County of Hampshire Innholder, that on the seventh day of August last past before Ezekiel Thallogg Senr Esq one of the Justices of the Peace in said County at his dwelling house in New Salem in said County he recovered Judgment against Joseph Atkins of Pelham in said County Yeoman for the sum of Six dollars and forty Seven Cents damages and three dollars and eighty six Cents — Charges of Suit — from which Judgment the said Joseph appealed to this Honble Court but has neglected to prosecute his said appeal — therefore the said Sylvanus prays affirmation of said Judgment with additional Costs and damages — pr Ed.d Wyman his Attorney, —

Wherefore it is considered by the Court that the said Judgment be affirmed and that the said Sylvanus recover against the said Joseph the Sum of six dollars and forty seven Cents damages and Costs of Suit taxed at $ 11-26 and thereof &c —

Exn issued Septr 22d. 1797 —

Warner vs Robins Septr 432. 1797

Daniel Warner Junr of Northampton in the County of Hampshire Yeoman Plaintiff v. William Robins of Cummington in the County of Hampshire Yeoman Defendant — in a plea of trespass on the case for that the said William at Northampton aforesaid on the eleventh day of November in the Year of our Lord one thousand seven hundred and ninety five by his note in writing under his hand of that date for Value received promised the Plaintiff to pay him or order forty dollars by the first day of November then next ensuing with Intr for the same after the first day of April then next till paid — Yet the said William the often requested hath never paid the Contents of his said Note or any part thereof but unjustly neglects it — to the damage of the said Daniel Warner the Sum of Sixty dollars —

The plaintiff by his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel recover against the said William the Sum of forty four dollars and forty Cents damages and Costs of Suit taxed at $ 4.82. and thereof &c.

Exn issued Septr 15. 1797

C & W Smith v. E Adams Septr 433. 1797.

Chelsea Smith and Windsor Smith both of Hadley in the County of Hampshire Traders Plaintiffs v. Eliphalet Adams of Amherst in said County Trader Defendt in a plea of the Case for that the said Eliphalet at said Hadley on the tenth day of March last past by his Note under his Hand of that date for Value received promised said Chelsea and Windsor to pay them or their order seventeen pounds eleven shillings and three pence half penny (equal to fifty eight dollars and fifty five Cents) within thirty days from the date of said Note with lawful Interest for the same from the date if not paid within the said

Thirty days — Yet said Eliphalet though often thereto requested hath never paid the same but neglects it to the damage of the said Chilcot and Windsor the Sum of Seventy five dollars —
The Plaintiffs by Jonathan E. Porter Esq. their Attorney appear and the Defend. the three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Chilcot and Windsor recover against the said Eliphalet the Sum of forty five dollars twenty three Cents damages and Costs of Suit taxed at $7-8 and thereof &c —

Exd. Signed Sept. 23d. 1797. —

Fobes vs Wales — Sept. 434 1797

James Wales of Norwich in the County of Hampshire Yeoman Plaintiff v. Walter Fobes of Norwich aforesaid Yeoman Defendant — in a plea of trespass on the Case for this to wit one Titus Johnson on the eighteenth day of August in the year of our Lord one thousand seven hundred and eighty four at said Norwich was rightfully and lawfully retained and placed in the Service of the Plaintiff to transact certain affairs of the said Plaintiff for and during the term of fifteen Years then next ensuing and fully to be compleat and ended — And the said Titus Johnson had served for the space of two Years and eight months next after the said eighteenth day of ~~February~~ August whereby the plaintiff obtained & acquired advantage from the Service of the said Titus and was likely to acquire great profit from the continuance of the said Titus in his Labour and Service — Nevertheless the defendant not ignorant of the premises but contriving craftily and subtilly to deive and defraud the Pltff of his Servant aforesaid and of all the profits benefits & advantages which the said James by reason of his Servant aforesaid might have and gain procured the said Titus Johnston to depart from and leave the Service of the said James Wales against the Will of the said James whereby the said James has entirely lost the Service of the said Titus his servant for a long time to wit for the space of four Months — to the damage of the said James Wales two hundred Dollars —
To the Honble the Justices of the Court aboveaid Humbly shews Walter Fobes that his Estate was attached and himself summoned to answer to ~~Jabez~~ James Wales at this Court — that the said James has not entered his action the said Walter therefore prays that his legal Cost may be adjudged to him — — — — — — pr Strong Sur.
Whereupon it is considered by the Court that the said Walter do recover against the said James his Cost taxed at $5-66 and thereof &c —

Exd. Signed Sept. 28. 1797. —

Taylor vs Thomas Sept. 435. 1797

Humphry Taylor of Rowe in the County of Hampshire and Archibald Thomas of Rowe aforesaid Parties to a rule of reference duly entered into and acknowledged agreable to the Statute in such Cases made and provided — The Parties by their respective Attorneys appear & now the referees mutually chosen by the parties as by the said Rule at large on file to wit James Gleason, Lemuel Barrett and Lewis Chandler send here into Court their award as follows to wit. that the said Archibald ~~pay~~ recover the said Humphry thirty three Cents and the Costs of

arbitration which is three dollars - which award being read and considered by the Court the same is accepted by the Court —

Elijah Bates of Westfield in the County of Hampshire is now admitted to be an Attorney at Law, and to practise accordingly in this County and he took and subscribed the oath of allegiance to the Commonwealth of Massachusetts and the oath of Allegiance to the United States and the oath of Office was also administered to him in open Court — — —

The foregoing Judgments Orders &c being made up and entered - And then the Court adjourned without day.

Attest Ros Dick Clerk —

Commonwealth of Massachusetts.

Hampshire ss.

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the Monday next preceding the second tuesday of November being the thirteenth day of said Month and from day to day to the eighteenth day of the same Month in the Year of our Lord Seventeen hundred and ninety seven

Justices of the said Court present.

John Bliss Esq.
Samuel Mather Esq.
Abraham Burbank Esq.

Jury of Trials

Andrew Cooke Foreman
Stephen Barker
Thomas Taylor
Justin Cooke
Thos. Bardwell
Saml. Dodd Wilcox
Philip Shaw
Peter Grover
Saml. Ruggles
Abel Avery
Justin Bliss
Aaron Hayden

Ephraim Whitaker of Hudson in the County of Columbia & State of New York trader plaintiff v. Thompson Maxwell of Chesterfield in the County of Hampshire Gentleman defendt. in a plea of trespass on the Case and whereupon the said Ephraim complains for this that whereas the said Thompson at Chesterfield aforesaid on the twenty sixth day of September last past by his promissory Note of hand of that date for Value received promised the plaintiff to pay him the Sum of Eighty pounds lawful Money equal to two hundred and fifty six dollars and thirty three Cents in one gelding Horse the remainder in fatted Neat Cattle at the dwelling house of the said Thompson in Chesterfield aforesaid at or before the first day of November then next - said Horse and Cattle to be appraised — and the plaintiff in fact says that he has always been ready to receive the same Sum in a horse and Cattle according to the tenor of said Note and particularly on the said first day of November at the said Thompsons Dwelling House in Chesterfield aforesaid — Yet the said Thompson although often requested has never performed his said promise but refuses to do it — To the damage of the said Ephraim the Sum of Four hundred dollars —

Whitaker v. Maxwell Dagt. May. 1st. 1796.

And whereas the said Ephraim saith that the said Thompson has not in his own hands and possion. Goods and Estate to the Value of five hundred dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Daniel Arms of Worthington in said County Gentleman, & David Hascale of the County of Ontario in the State of New York Clerk Trustee of the said Thompson goods, effects and Credits to the said Value.

We Command you therefore that you summon the said Daniel and David if they may be found in your precinct that they appear before our Justices of our said Court to shew Cause if any they have why Execution to be issued upon such Judgment as the said Ephraim may recover against the said Thompson in this Action if any should not issue against his goods effects or Credits in the hands and possession of them the said Daniel and David —

This Case was entered at May Term 1796. When the Plaintiff by Jonathan Woodbridge Gent. his Attorney appeared — and Daniel Arms one of the Agents aforesaid — and being examined in Court after being first sworn. whether at the time of the service of the original Writ in this Case he had any goods. effects or Credits belonging to Thompson Maxwell. says — that on the second day of March last He together with David Hascall gave our joint Notes to the said Thompson for the Sum of about one hundred and seventeen pounds one of which for thirty four pounds or about that sum is payable some time in September next and one for forty pounds payable in September 1797 and one for forty pounds payable in September 1798 — whether sd Notes were or were not on Interest he is unable to say. that said Notes were not on Interest. — After which this Case was continued from term to term to this term — And now the said Thompson comes and defends the force & Injury when &c and says that he never promised in Manner and form as the plaintiff has alledged and thereof puts himself on the Country pr Strong Junr. And the said Ephraim agreeing that one trial on his part at the supreme Court shall be final and that he will not review and reserving Liberty to waive this demurrer and join the issue tendered at the Supreme Court says that the plea aforesaid of the said Thompson is insufficient in Law to bar him the said Ephraim from having and maintaining his action aforesaid against him and that he is not holden by Law to answer to the same Wherefore he prays Judgment &c — pr Jon. Woodbridge. —

And the said Thompson says the plea is sufficient pr Strong Junr.

All which being seen and understood by the Court it appears to the Court that the plea of the said Thompson by him pleaded is a full and sufficient answer to the declaration of the said Eliyah — and that the said Eliyah by his plea aforesaid ought to recieve nothing — Wherefore it is considered by the Court that the said Ephraim by his plea aforesaid he do recieve nothing but that for his groundless ~~Claim~~ aforesaid he be in mercy &c and it is further considered that the said Thompson recover against the sd. Ephraim his Costs taxed at $14-07 and thereof &c —

After all which the said Ephraim by Jonathan Woodbridge Gentleman his attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

Ball vs Arms — Sept. 19. 1796.

William Ball of Boston in the County of Suffolk Merchant Pltff — v. William Arms of Charlemont Trader and Simeon Goodman & Asa Merrill both of Charlemont aforesaid late Joint dealers in trade — Defendts — in a plea of trespass on the Case for that the said Simeon and Asa under the Firm of Goodman and Merrill and the said William at Northampton aforesaid on the sixth day of May in the Year of our Lord Seventeen hundred and ninety five by their Note in writing under

their hands of that date for Value received jointly and severally promised the said Doll to pay him or order in one Year from the date thereof the Sum of One hundred and seventy one pounds fifteen shillings and three pence one farthing with the Interest thereof annually till paid — and the plaintiff avers that the said Sum of one hundred and seventy one pounds fifteen shillings and three pence one farthing is equal in Value to Five hundred and seventy two dollars and fifty four Cents — Yet the said Simeon and Asa and the said William though often thereto requested have never either of them paid the Contents of said note but unjustly neglect it — to the damage of the said William Doll five hundred dollars —

This Case was entered at September term 1796 and continued from term to term untill this present term — and now the plaintiff by John Taylor his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said William Doll recover against the said William Arms Simeon Goodman and Asa Goodman the Sum of

Damages and Costs of Suit taxed at $
and thereof &c. —

Goodman vs Merrill & others Sept^r (28) 1797

Simeon Goodman of Charlemont in the County of Hampshire Pltff. v. Asa Merrill and William Arms both of Charlemont aforesaid late joint dealers in trade Defend^ts in a plea of trespass on the Case for that the Asa and William at said Charlemont in the fifteenth day of December in the Year of our Lord seventeen hundred and ninety five by their note in writing under their hands of that date for Value received jointly and severally promised the said Goodman to pay him or his order Six hundred and thirty dollars on demand with Interest untill paid — Also for that the said Asa and William on the ninth day of May Current being jointly indebted to the said Goodman in the Sum of four hundred dollars for the like Sum of Money by the said Goodman for the said Asa and William to wit at said Charlemont at their special instance and request and before that time paid laid out and expended in consideration thereof assumed on themselves and to the said Goodman under the form of Arms and Merrill, then and there faithfully promised the said Goodman to pay him the aforesaid Sum of four hundred dollars whenever they should be thereto afterwards requested — Yet the said Asa and William though thereto often requested have never either of them paid either of the Sums aforesaid or fullfilled either of their said promises but unjustly neglect it — To the damage of the said Simeon Goodman the Sum of Seven hundred dollars —

This Case was entered at September term of this Court 1796 — and continued from term to term unto this term — And now the Plaintiff by John Taylor Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Simeon recover against the said Asa and William the Sum of Damages and Costs of Suit taxed at $ and thereof &c —

Doll
v
Arms & others
Sept. 23. 1796.

William Doll of Boston in the County of Suffolk Merchant Plaintiff v. William Arms and Asa Merrills both of Charlemont in the County of Hampshire late Joint dealers in trade Defendants - in a plea of trespass on the Case -

To the damage of the said William Doll five hundred dollars —
This Case was entered in this Court at September term 1796 and continued from term to term unto this term, and now the said William Doll by John Taylor his Attorney appears and the Defendants though three times publickly called to come into Court make default of their appearance here.

Ward
v
Smith
Sept. 13. 1796

Samuel Ward of Lancaster in the County of Worcester Gent. Pltff v. William Smith of New Salem in the County of Hampshire Gent. Defendant in a plea of the Case for that the said William at said Northfield on the day of the purchase of this Writ being indebted to the Pltff. in the sum of Ninety five dollars according to the Account hereto annexed, then and there in Consideration thereof promised the Pltff Samuel to pay him the same Sum on demand - Yet though requested said Smith said Sum has not paid but neglects and refuses to do to the damage of the said Samuel the Sum of two hundred dollars —
This Case was entered in this Court at the September term thereof in the Year of our Lord 1796 and continued from term to term unto this term - And now the said William by his Attorney John Barrett Gent. comes and defends &c when &c and reserving to himself Liberty to waive this plea and plead anew at the Supreme Judicial Court and consenting that one trial shall be final on his part and that he will not review, says he is not guilty in manner and form as the plaintiff has alledged against him and thereof puts himself on the Country. — And the said Samuel consenting to the above reservation says the Plea above pleaded by the said William is insufficient in Law and this he is ready to verify and therefore he prays Judgment for his damages and Costs - by his attorney Solo. Vose. —
All which being seen and understood by the Court, it appears to the Court that the Plea of the said William by him above pleaded is an insufficient answer to the Plaintiffs declaration - and it is thereupon considered by the Court that the said Samuel recover against the said William the Sum of Ninety five dollars damages and Costs of Suit taxed at $ 56-30 and thereof &c.
Whereupon the said William by his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Azel Clark of Addison in the County of Addison and State of New York Gentleman - Humbly shews, that he is interested in the following tract of Land lying in Granville in the County of Hampshire with Asaunah Clark of said Granville Yeoman described as follows - one Lot containing One hundred and three acres and three quarters of Land, bounded West on Charles Spellman and Stephen Spellmans Land, North on Bernard Pratts, East on Abner Waters and South on the piece of Land following - Also one other piece of Land, bounded as follows, North on the first piece of Land East on Peter Gibbens and South on Jabez Dunham and West on Seymour and Spellmans Land. the said Azel Clarke owning one Moiety of the first described piece of Land in common and undivided with the said Asaunah Clark who is owner of the moiety of said first piece of Land - the said Azel Clark owning the one fourth part of the last tract of Land in common and undivided with the said Asaunah Clarke and Joel Clarke of said Granville and his assigns they owning the other three fourths of said last mentioned land - and your Petitioner being desirous of improving and holding his part of said Lotts of Land in severalty prays this Honr. Court that partition may be made of said Lotts of Land and that a Committee may be appointed to divide the same land that he may hold his part in severalty and as in duty bound &c - This Case was entered at the November term of this Court 1796 - at which term the said petition being read it is ordered by the Court that the said Azel Clarke notify all persons interested thirty days before the next term of this Court to shew Cause if any they have why the prayer of said Petition should not be granted, by serving them with a copy of said petition and the order thereon - after which this Case was continued to the next term and from term to term to this term - and now at this term the Petitioner by John Phelps Gent. his Attorney appears and the said Asaunah and Joel by Joseph Lyman Esq their Attorney appear and object against the Prayer of the petition being granted - whereupon the petition is dismissed.

Azel Clark Petition Nov. 136. 1796

Samuel Doane Cooke of Barre in the County of orange and State of Vermont Yeoman Plaintiff v. Oliver Sage of Greenfield in the County of Hampshire Yeoman defendant, in a plea of the Case for that the said Sage at Greenfield in said County on the twelfth day of April in the year of our Lord one thousand seven hundred and ninety three by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Twenty five pounds ten shillings (equal to Twenty five dollars) within three years from the date of said Note with Interest yet he hath never paid the same tho requested but neglects it to the damage of the Samuel One hundred dollars - This Case was entered at the last January term of this Court and continued from term to term unto this term - and now the plaintiff by Richard E. Newcomb Gent. his Attorney appears - and the said Oliver Sage by Jonathan Leavitt his Attorney in Court comes and defends the force and Injury when &c and says the said Cooke ought not to

Cooke vs Sage Jan. 43. 1797.

have or maintain his Action against him, because he says said Action is brought by said Cooke against him the said Sage on a promissory Note not negotiable given by said Sage to said Cooke and that all the Goods Credits and effects of said Cooke in the hands of said Sage are attached by one John Woodhouse by Virtue of a Writ sued out of the Clerks office of this Court in due form of the Law entitled an act to enable Creditors to recover their just demands out of the goods effects and Credits of their debtors - when the same cannot be attached by the ordinary process of Law which said Writ has been duly served and returned to this Court and the Action accordingly entered and is now pending in this Court in favour of said Woodhouse against said Cooke and the said Sage as trustee of the said Cooke which last mentioned action is commenced on a Note given by said Cooke to said Woodhouse, being for a much larger Amount than the sum contained in the first mentioned Note - and all the goods effects and Credits of the said Cooke in the hands of the said Sage will not be sufficient to satisfy the Judgment which the said Woodhouse is justly and legally intitled to recover in his sd Action against the said Cooke and the said Sage as trustee of sd Cooke and this he is ready to verify - Wherefore he prays Judgment if the said Cooke ought to have or maintain his said Action against him the said Sage and that his Costs in the premises may be allowed him

And the said Samuel Doane Cooke by his said Attorney says that he by any thing by the said Sage above in pleading alledged ought not to be precluded from his Action aforesaid against him because he says that long before the suing out of the said Writ in favour of the said John Woodhouse against the said Cooke and the said Sage as trustee of the said Cooke in the Plea of the sd Sage abovementioned to wit on the twelfth day of April in the year of our Lord one thousand seven hundred and ninety three at Greenfield aforesd he the said Cooke became and was justly indebted to one Elijah Dix in a large Sum of Money to wit in the Sum of twenty eight dollars and being so indebted to the Plaintiff afterwards to wit on the same day at Greenfield aforesaid in consideration of the said Sum of money so as aforesaid due and owing from him the said plaintiff to the said Dix did in the presence and with the knowledge and consent of the said Sage indorse and deliver to the said Dix the Note aforesaid in the declaration of the plaintiff above described and then and there in consideration aforesaid did with the knowledge and consent of the said Sage sell assign and transfer the said Note and the whole Contents thereof and the money due thereupon to the said Dix - to hold the same to the said Dix from thenceforth to his own proper Use and did then and there constitute and appoint the said Dix his true and lawful Attorney and give him full power and authority in his said Cooke's Name to the only proper Use of the said Dix to ask demand and sue for the Contents of the same Note of all which the said Sage was then and there well knowing - and the plaintiff further says that the original Writ in this Suit was sued out in the Name of him the said plaintiff, for and on behalf of the said Dix for the purpose of enabling the said Dix to receive the Contents of the same Note and not for-

for the benefit and use of the said plaintiff to wit at said Northampton and the said Sage well knowing the same and contriving and intending to injure and defraud the said Dix and to cause him to loose the sum mentioned in said Note and wholly to deprive him of the benefit of said Note afterwards caused and procured the said Writ on the said promissory Note given by the said Cooke to the said Woodhouse to be sued out and served on himself as trustee of the said Cooke as in the said plea is alledged - all which the said Cooke is ready to verify - Wherefore he prays Judgment and that his damages aforesaid may be adjudged to him — pl. Rich.d T. Newcomb his Att.y

And the said Sage rejoins and says that the replication of the said Cooke and Matters therein contained are insufficient in Law and this he is ready to verify and hereof prays Judgment — pl. Jon.a Leavett —

And the said Samuel Doane Cook says that his replication aforesaid and the Matters therein contained are sufficient in Law and because the said Sage hath not answered thereto or in any manner denied the same the said Samuel Doane prays Judgment and that his damages aforesaid may be adjudged to him - - - - - pl. Rich.d T. Newcomb — —

All which being fully seen and understood by the Court, it appears to the Court that the replication of the said Samuel Doane to the plea of the said Oliver Sage by him as above pleaded, is a sufficient in Law - and thereupon it is considered by the Court that the Samuel Doane do recover against the said Oliver Sage the Sum of Ninety five dollars & seventy three Cents damages and Costs of Suit taxed at $ 27.98 — and thereof &c — Whereupon the said Oliver by his said Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. — — — —

Whiting vs Barnes Ind.t (68) 1797.

Jabez Whiting of Westfield in the County of Hampshire Tanner Plaintf. vs. Lyman Barnes of Warwick in said County Housewright alias Joiner - In a plea of the Case for that the said in a plea of the Case for that the said Barnes at said Warwick on the twenty fifth day of September in the year of our Lord Seventeen hundred and ninety five by his Note under his hand of that date for value received promised the plaintiff to pay him or his order fifty five pounds Lm on the first (meaning the first day) of September in the year of our Lord one thousand seven hundred and ninety six and the Interest after the first day of September then next which time has elapsed — and the Pltff in fact says the same Sum of fifty five pounds is equal to One hundred and Eighty three dollars and thirty three Cents and one third of a Cent — Yet the said Barnes though requested the same Sum and the Interest has not paid but neglects it to the damage of the said Jabez the Sum of three hundred Dollars —

This Case was commenced at the last January term of this Court and continued from term to term unto this term - and now the Pltff. by John Barrett Gent. his Attorney appears and the Deft. tho. three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Jabez recover against the Def. Lyman the Sum of One hundred 70 Doll. 82 Cents damages & Costs of Suit taxed at $ 19.35 & thereof &c — Ex.n issued Nov.r 24. 1797.

Dwight & al. vs Slayton & al. Jan. 7. (93) 1797

Jonathan Dwight Esquire and James Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs vs. Reuben Slayton Gentleman & Charles Plum Husbandman both of Chester in said County Defendants in a plea of the Case for that whereas the said Reuben and Charles at Springfield aforesaid on the first day of June in the Year of our Lord one thousand seven hundred and ninety five by their promissory Note under their hands of that date for Value received promised the Plaintiffs to pay them by the Name of Jonathan Dwight and Son, or their order Ninety Pounds (which the Plaintiffs aver is equal to three hundred dollars) lawful Money by the twenty fifth day of January then next with lawful Interest for the same untill paid — Yet tho often thereto requested the said Reuben and Charles have never nor either of them paid the plaintiffs the same or any part thereof but unjustly neglect it to the damage of the said Jonathan & James the Sum of Three hundred and thirty dollars

This Case was commenced at the last January term of this Court & continued from term to term to this term — and now the Plaintiffs by their Attorney appear and the defendants tho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Jonathan and James recover against the said Reuben and Charles the Sum of Three hundred and forty four dollars & twenty five Cents damages and Costs of Suit taxed at $ 11-71 — and thereof &c —

Exd. Issued Nov. 21. 1797. —

Scott & Ux. vs Reynolds — Jan. 7. (21) 1797

James Scott of Boston in the County of Suffolk Esq. and Dorothy his Wife Administratrix in her right of all and singular the Goods and Chattels rights and Credits which were of John Hancock late of said Boston Esq. deceased ~~in a plea of Ejectment wherein the said James and Dorothy in their said Capacity~~ Plaintiffs vs Josiah Reynolds of Belchertown in the County of Hampshire Yeoman alias late of Pelham in said County Yeoman defendant in a plea of Ejectment wherein the said James and Dorothy in their s^d Capacity demand against the said Josiah a certain piece or Lot of land in said Belchertown containing one hundred and seventy seven Acres bounded North on Pelham South Line, East on Land sold by one Timothy Edwards to one William Hunter, South by Land lately belonging to the Heirs or devisees of the Reverend Ebenezer Pimbleton — West by land lately owned by Thomas Cochran or however the same be otherwise bounded being the same Land that one Thomas Tisdale and one James Perry both late of Easton in our County of Bristol purchased of one Timothy Edwards by deed bearing date the twenty second day of January in the Year of our Lord seventeen hundred and seventy eight with the appurtenances and the Plaintiffs aver that the said Thomas Tisdale afterwards to wit on the first day of June in the Year of our Lord seventeen hundred and Eighty four sold and conveyed by deed duly executed to the James Perry his moiety or ~~half~~ part of the aforesaid described premises with the appurtenances to hold the same to the said James Perry his heirs and assigns forever — and whereupon the ~~said~~ James and Dorothy say that the said James Perry at Northampton aforesaid afterwards to wit on the thirteenth day of November in the Year of our Lord seventeen hundred and eighty five being seized in fee of the premises with the appurtenances by his deed under his hand and Seal of that date in Court to be produced duly registered and recorded for the Consideration therein mentioned granted bargained and conveyed to the said John Hancock (the the

said John being then in full Life the aforesaid demanded Premises to hold the same to him his Heirs and Assigns forever - by Virtue of which deed the said John became instantly seized of the same Land on condition however and that said to be void if the said James Perry should pay to the said John his heirs executors or Assigns the Sum of One hundred thirty seven pounds eight shillings which the plaintiff avers is equal to four hundred and fifty eight dollars with lawful Interest on or before the thirtieth day of November in the Year of our Lord one thousand seven hundred and Eighty six - And the said James and Dorothy say that the said James Perry hath never paid the same Sum last aforesaid and the Interest thereof to the said John in his Life time nor to the said Dorothy after the death of the said John while she was sole and unmarried or to the said James and Dorothy since their intermarriage and that the said deed is in full force and that the said Josiah hath not Entry into the said demanded premises but by the said James Perry who disseized the said John in his Life time - And the said James and Dorothy complain & say that the said Josiah still deforceth them the said James Scott & Dorothy in their said Capacity and holds them out therefrom and thereof they bring this Suit and good Proof which is to the damage of the said James & Dorothy in their said capacity One thousand dollars. ——

This Case was commenced in this Court at the term thereof in January last past - The plaintiff by Samuel Hinckley Esq: his Attorney appeared - and the said Josiah Reynolds come into Court and asks Leave of Imparlance unto the next term of this honorable Court that he may vouch Abner Hunt of Belchertown in the County of Hampshire and Commonwealth of Massachusetts Yeoman under whom he holds and claims to hold a certain part of the demanded Premises to wit eighty five Acres of the same & whose deed of bargain and Sale of said Eighty five acres with Warranty the said Josiah now here produces in Court. to appear at the said next term of the same Court to warrant to him the said Eighty five Acres. And that a Writ of Summoneas ad Warrantiam in due form of Law. may be granted to issue to summon the said Abner to appear at the same term for the purpose aforesaid. —

pro S. Strong Att'y

whereupon it is considered by the Court that this Case be continued to the next term thereof that the said Josiah may summon in the said Abner &c — At which Term the plaintiff by his said Attorney appears — And now the said Josiah by his Attorney comes & defends &c and for plea says that in respect of the whole residue of the demanded premises excepting that part or Parcel thereof which shall be after described distinguished and set forth in the said Josiah's plea, he the said Josiah neither at the time of suing out the original Writ nor ever before or since that time, was or ever hath been or now is tenant of the same or in possession of the same or any part thereof — and that he never had or claimed to have any thing therein, but to have or hold any thing therein doth wholly disclaim — and this the said Josiah is ready to verify Wherefore in respect to the same residue the said Josiah prays Judgment of the demandants Writ that the same may be abated —

by S. Strong his Attorney.

And in respect of the said part or parcel of the demanded Premises hereafter to be described distinguished and set forth, that is to say a certain tract or parcel of Land which is a part of the demanded premises containing Eighty five Acres lying in Belchertown called Tiffdale and Edwards Right described and bounded as follows that is to say beginning at a stake and Stones at the North East Corner of Pettingalls land, thence running South two degrees thirty minutes east one hundred and forty two rods to a stake and Stones the South East Corner of said Pettingalls land thence East two degrees thirty minutes North ninety six rods and one third of a rod to a stake and Stones – thence North two degrees thirty minutes West one hundred and forty two rods to the North Line – thence in said Line to the first mentioned bounds – The said Josiah Reynolds says he holds and claims to hold the same under Abner Hunt of Belchertown in the County of Hampshire Yeoman whose deed of bargain and Sale with Covenant of Warranty of the same tract the said Josiah holds and hath produced in Court at a day and term now past and hath vouched and summoned the said Abner Hunt to appear in Court at this day and term to warrant to him the said Josiah the same last described Tract of Land with the appurtenances according to the Tenor of his deed aforesaid — by S. Strong his Attorney —

And the said Abner Hunt who is now here present in Court in his own proper Person freely warranteth to the said Josiah Reynolds the same last described tract of Land with the appurtenances and says that he holds and claims to hold the said warranted premises under Abijah Wright late of Pittsfield in the County of Berkshire Yeoman and Roxana his Wife who by their deed of bargain and Sale granted bargained and sold the same premises to him and his heirs in fee and in and by the same deed (by the Names of Abijah Wright of Pittsfield in the County of Hampshire and Commonwealth of Massachusetts Yeoman and Roxana his present Wife) covenanted with said Abner (by the Name of Abner Hunt of Belchertown in the County of Hampshire and Commonwealth aforesaid Yeoman) to warrant the same against the lawful Claims of all persons whatsoever – which deed under hand and Seal of the said Abijah and Roxana the said Abner now produces in Court and prays leave of importance to the next term of the same, that he may vouch the said Abijah and Roxana to warrant the same premises to him according to their Covenant aforesaid Abner Hunt – Whereupon it is considered by the Court that this Case be continued to the next term of this Court that the said Abner may summon in the said Abijah and Roxana to Warrant – &c and the said Defendants have day accordingly. — —

And now at this term the Plaintiff by his Attorney appears and the said Josiah and Abner (because the said Abijah and Roxana refuse to appear and warrant) come and defend the force and Injury

when and where the Court will consider of the same and for plea say that the said James Perry never disseized the said John Hancock in Manner and form as the said James Scott and Dorothy Scott have in their declaration aforesaid alledged and thereof put themselves on their Country —
S. Strong atty.
And the Plaintiffs reserving Liberty to reply anew at the Supreme Judicial Court come and say that the plea aforesaid is an insufficient answer to the Plaintiffs declaration and thereof pray Judgment — Mr Hinckley atty. — and the said Josiah and Abner consenting to said Reservation say his plea aforesaid is a sufficient answer — S. Strong attorney —
All which being fully seen and understood by the Court it appears to the Court that the plea of the said Josiah and Abner is a sufficient answer to the plaintiffs declaration — and that the said James & Dorothy by their plea aforesaid ought to recover nothing — and it is considered by the Court that by this plea aforesaid they do recover nothing but that for their groundless claim they be in mercy — it is further considered by the Court that the said Josiah and Abner recover against the said James and Dorothy their Costs taxed at —
Whereupon the said James and Dorothy by their said Attorney appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last tuesday of April next and recognized with sureties for his prosecuting said appeal with effect. —

Bussey & al. v. Clap & al. Sess. 124. 1797.

Benjamin Bussey and Isaazariah Bussey both of Boston in the County of Suffolk Joint Merchants Plaintiffs v Aaron Clap of the district of East Hampton in the County of Hampshire Gent. and Aaron Clap of Southampton in said County Yeoman Defendants in a plea of trespass on the case for that the said defendants at Northampton aforesaid on the twenty second day of October in the year of our Lord one thousand seven hundred and ninety four by their Note of Hand of that date (by the name of Aaron Clap & Aaron Clap Junr) promised the plaintiffs (by the titles and names of Messrs Benjamin and Isaazariah Bussey) to pay them or their order the sum of One Hundred and thirty four pounds twelve shillings and ten pence half penny (equal to Four hundred forty eight dollars and eighty one Cents lawful money in twenty months from the date thereof (meaning from the date of said Note) with Interest after four months from the date (meaning the date of said note) till paid Value received — Yet the sd defendants though thereto requested have not paid the aforesaid Sum or any part thereof to the plaintiffs nor have either of them but unjustly neglect it to the damage of the said Benjamin and Isaazariah the Sum of Five hundred Dollars. This Action was commenced in this Court at the last January term thereof and continued from term to term to this Term and now the plaintiffs by Samuel Hinckley Esq their Attorney appear and the defendants tho three times publickly called to come into Court make default of their appearance — Wherefore it is considered by the Court that the Pltffs recover against the Defts the Sum of $ 356. 80 damages and Costs of Suit taxed at $ 24-36 — and thereof &c —
Extn issued Novr. 21-1797

Badger
v
Cutler
Jan.y. 127. 1797.

John Badger of Hinsdale in the County of Cheshire and State of New Hampshire Husbandman Plaintiff v. George Cutler of Northfield in the County of Hampshire Cordwainer Defend.t in a plea of the Case for that the said George at Northampton aforesaid, on the day of the purchase of this Writ was justly indebted to the Plaintiff in the Sum of twenty seven dollars and Ninety four Cents according to the Account annexed and being so indebted then and there in Consideration thereof promised the plaintiff to pay him the same sum on demand — Also for that the said George at the day of the purchase of this Writ at said Northampton was justly indebted to the Plaintiff in one other Sum of Twenty seven dollars and ninety four Cents for Services done and performed and Goods sold and delivered according to the Account annexed to and for the said George and at his special instance and request to the said George then and there in consideration thereof promised the plaintiff to pay him the last said Sum on demand — Yet the said George the often thereto requested hath never paid either of said sums but neglects to do it — to the damage of the said John Sixty Dollars —
This Case was entered at the last January term of this Court & continued from term to term to this term — And now the Plaintiff does not appear and the defendant tho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court also that the ~~said John recover against the said George the sum of~~ case be dismissed

Mattoon
v
Tiffany
Jan.y. 128. 1797

Samuel Mattoon Junr. of Northfield in the County of Hampshire Yeoman Plaintiff v. Edward Tiffany of Northfield aforesaid Ferriman Defendant in a plea of the Case for the said Edward at Northampton aforesaid on twenty first day of September in the Year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value rec.d promised the said Samuel to pay him or order twenty seven dollars and thirty eight Cents in two Months from the date of said Note with the lawful Interest for the same untill paid — Yet the said Edward the often requested hath never paid the but neglects it to the damage of the said Samuel Sixty dollars —
The Plaintiff by Solomon Vose Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Edward the Sum of thirty dollars and ninety three Cents damages and Costs of Suit taxed at $ 18-88 and therefor &c —
Exn. issued Nov. 22d. 1797. —

Granger Ad.rs
v
Lash
Jan.y. 154. 1797.

Erastus Granger Gentleman and Bethena Granger Wife to the said Erastus both of Suffield in the County of Hartford and State of Connecticut Plaintiffs v. Moses Lash of Worthington in the County of Hampshire Labourer defendant / the said Erastus and Bethena being Adm.rs on the Estate of Nathaniel Loomis Gent.m deceased and Lucy Loomis Gent and Simon Kendall Yeoman both of said Suffield Administrators with the said Barthena on said Estate) in a plea of the Case for that the said Moses at said Worthington on on the eleventh day of August in the Year of our Lord one thousand seven hundred and eighty eight by his Note of that date for Value rec.d promised the said Nathaniel then in full Life to pay him or his order the sum of four pounds one shilling and four pence lawful money

on demand (equal to thirteen dollars fifty five Cents and five mills, with Int. last paid – Yet the said Moses the requested the said Moses never performed his said promise to the said Nathaniel in his Life time nor since his decease hath the said Moses paid said Note to the plaintiffs the also thereto requested but neglects so to do to the damage of the said Trustees Bethuna Luther and Simeon in their said Capacity as they say the Sum of twenty four dollars ——
This Case was entered in this Court at the January term last past and continued from term to term to this term – and now at this term the plaintiffs by their Attorney appear and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the Plaintiffs recover in their said capacity the Sum of twenty one dollars and twelve Cents damages and Costs of Suit taxed at $ 17-19 and thereof &c.

Exd. ifsued Nov. 28th 1797.

Leavett vs Clay – May. 6. 1797.

Hart Leavett of Greenfield in the County of Hampshire Trader Plaintiff v. Daniel Clay of Greenfield aforesaid Cabinet Maker Defendt. in a plea of the Case for that whereas the said Daniel at Gd Greenfield on the tenth day of February in the year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the said Hart to pay him or his order Seventy seven dollars and twenty six Cents by the first day of October then next with Interest – Also for that the said Daniel there afterwards to wit on the same tenth day of February in the Year aforesaid by his other Note under his hand of that date for Value received promised the said Hart to pay him or his order another Sum of Seventy Seven dollars and Twenty eight Cents in one Year from the ~~date aforesaid Note~~ first day of September then next with Interest – Yet the said Daniel tho often thereto requested hath never paid either of the aforementioned Sums but neglects it to the damage of the said Hart two hundred dollars – This Action was entered in this Court at the last May term thereof and continued from term to term to this term – And now the Plaintiff by Jonathan Leavett Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Hart recover against the sd Daniel the Sum of One hundred and fifty dollars and Sixty one Cents damages and Costs of Suit taxed at $ 14-31 and thereof &c – Whereupon the said Daniel by his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton on the last Tuesday of April ~~then~~ next and recognizes with Sureties for his prosecuting the same appeal with effect ——

Wood vs Cooke & Ag.t May 13. 1797.

John Woodhouse of Weathersfield in the County of Hartford & State of Connecticut Yeoman Plaintiff – v. Samuel Doane Cooke late of Greenfield in the County of Hampshire Yeoman – in a plea of the Case for that whereas the said Samuel at Greenfield aforesaid on the fifth day of October in the Year of our Lord One thousand seven hundred and ninety two by his Note under his –

Hand of that date signed by him by the Name of Samuel Cooke for Value received promised the said John to pay him or order twenty eight pounds five Shillings equal in Value to Ninety four dollars and seventeen Cents in good merchantable Boards and Shingles and Staves to be delivered at the sawing place in Greenfield aforesaid on or before the first day of May then next at twenty four shillings (equal to four dollars) p^r thousand for Boards ten shillings (equal to one dollar & sixty six Cents) p^r thousand for Shingles and Staves at the Market price meaning with Interest yet the said Samuel tho' never paid the same tho' often requested and tho' the plaintiff has ever been ready to receive the Contents of said Note according to the tenor thereof but neglects it — To the damage of the said John two hundred dollars: and Whereas the said John saith that the said Samuel has not in his own hands and possession which can be come at to be attached, but has entrusted to and deposited in the hands & possession of Oliver Sage of Greenfield aforesaid Yeoman, trustee of the said Samuel Goods effects and Credits to the said Value: We command you therefore that you summon the said Oliver if he may be found in your precinct to appear &c — This term was entered at the last term in May last past — The plaintiff by Jonathan Leavitt his Attorney appears — and the said Oliver Sage Trustee and Agent as aforesaid, ~~and he~~ comes here into Court and being examined under Oath says — "on the ~~fourth~~ twelfth day of April 1793 he gave said Cooke a Note of that date for £22-10 — equal in Value to seventy five dollars, payable in three years after that date with Interest — that a Suit on said Note in favour of said Cooke is now pending in this Court and was at the time of the Service of this Writ — that on the same twelfth day of April aforesaid he gave said Cooke another Note of that date for the like Sum of twenty two pounds ten shillings (equal in Value to Seventy five dollars, payable in April last past with Interest — and on the last mentioned Note there is an indorsement of about thirty five dollars" — after which this case was continued by order of Law to the next term and from thence to this term — and now the plaintiff by his said Attorney appears and the defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Samuel the sum of One hundred and twelve dollars and seventy two Cents damages and Costs of Suit taxed at $14-55 and thereof &c. ——

Ex^n issued Nov. 25. 1797.

Fiske & Arms & others May 28

Daniel Fiske the third of Deerfield in the County of Hampshire Yeoman Plaintiff v. Phineas Arms of Leverett and Edward Ruggles of Montague in said County Innholder defend^ts — in a plea of the Case for that whereas the said Arms and Ruggles at Greenfield aforesaid on the second day of November in the year of our Lord one thousand seven hundred and ninety six by their Note under their hand of that date for Value received, promised the plaintiff to pay him twenty five dollars in ten months from that date with Interest yet they have never paid the same but neglects it — to the damage of the said Daniel Fiske the sum of fifty dollars ——

This Case was entered in this Court at the last May Term thereof — and continued from term to term to this Term — And now the Plaintiff by Jonathan Leavitt Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel recover against the said Edward Ruggles the sum of twenty six dollars and fifty Cents damages and Costs of Suit taxed at $14-28 and thereof &c.

Exd. Issued Nov. 25th 1797.

Hezekiah Fiske of South Brimfield in the County of Hampshire Gentleman Plff. v. Ebenezer Colbourne of Stafford in the County of Tolland and State of Connecticut Gentleman defendant, in a plea of the case for that the said Ebenezer at said South Brimfield on the third day of November in the year of our Lord seventeen hundred and ninety five was justly indebted to the said Hezekiah in the sum of Sixteen pounds eight shillings and eight pence equal in Value to fifty four dollars and Seventy seven Cents lawful money for sundry Goods Ware and Merchandizes there before that time by the said Hezekiah to the said Ebenezer and at his special instance and request sold and delivered according to the annexed account and to ballance accounts therefor on book and being so indebted the said Ebenezer then and there in consideration thereof promised the plaintiff to pay him said sum with the Interest thereof whenever after thereunto requested — Yet tho often thereto requested the said Ebenezer hath never paid said sum but neglects it — To the damage of the said Hezekiah Seventy dollars —

Fiske vs Colbourne May 4th. 1797

This Case was entered in this Court at the last May term thereof and continued from term to term to this present term — and now the Plaintiff by Stephen Pynchon his Attorney appears and the defendant though three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Hezekiah recover against the said Ebenezer the sum of fifty four dollars and seventy seven Cents damages and Costs of Suit taxed at $16-41 c and thereof &c.

After all which the said Ebenezer by Abner Morgan Esq. his Attorney comes and ~~defendants~~ appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

Nathaniel Patten of Hartford in the City and County of Hartford and State of Connecticut Merchant Plaintiff v. Thomas Hersey of Brimfield in the County of Hampshire Physician Defend. in a plea of the case for that the said Thomas at said Brimfield on the eighteenth day of July last past by his Note under his hand of that date for Value received promised one John Baldwin to pay him or order within six Months

Patten vs Hearsey May 4th 1797

meaning from the date of said Note Sixteen hundred and forty six dollars and three Cents with Interest — and afterwards to wit on the same day at said Brimfield the said Johnby his indorsement on the back of said Note with his proper hand subscribed value received assigned the same Note to the plaintiff and ordered the Contents thereof then wholly unpaid to be paid to the plaintiff of all which the said Thomas then and there had instant notice and became liable to pay the Contents of said to the Plaintiff — and being so liable said Thomas then and there in consideration thereof promised the plaintiff to pay him said sum according to the tenor of said Note yet tho often thereto requested the said Thomas has never paid the same but neglects it to the damage of the said Nathaniel two thousand dollars — The plaintiff by Stephen Pynchon his Attorney appeared and entered this Case at May term last past. and the same was continued from Term to term to this term and now at this time the Pff by his said Atty appears and the Defend. tho three times publickly called to come into Court makes default of his appearance here, wherefore it is considered by the Court that the said Nathaniel recover against the said Thomas the Sum of One thousand seven hundred and Eighty eight dollars and fifty Cents damages and Costs of Suit taxed at $ 17-19 and thereof &c —

Exn issued Novr. 22d. 1797.

Bliss & Bartlet & al. May Co. 1797.

John Bliss of Wilbraham in the County of Hampshire Esq Plaintiff v. Samuel Bartlet late of Wilbraham in said County Yeoman Defd — in a plea of trespass on the Case for that the said Samuel at Wilbraham aforesaid on the first day of April in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for value received promised the said John to pay him thirty four dollars nineteen Cents lawful money on demand with the lawful interest for the same untill paid yet tho often requested the said Samuel hath never paid the Contents of said Note or any part thereof but hitherto hath neglected & refused and still doth unjustly neglect it — To the damage of the said John Bliss the sum of Fifty dollars — And whereas the said John Bliss saith the sd Samuel has not in his own hands and possession Goods and estate to the value of fifty dollars which can be come at to be attached but has entrusted to and deposited in the hands and possession of Abel Bliss of Wilbraham aforesaid Yeoman trustee of the said Samuel goods effects and Credits to the said value We command you therefore &c. —

The plaintiff by George Bliss Genl. his Attorney appears and the said Abel Bliss agent and trustee aforesaid tho three times publickly called to come into Court makes default of his appearance — after which this Case was continued from said May Term and from term to term unto this term & now at this term the plaintiff appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John Bliss recover against the said Samuel Bartlet the Sum of thirty seven dollars fifty three Cents damages and Costs of Suit taxed at $ 13-7 and thereof &c —

Exn issued Novr. 23. 1797.

Daniel Thayer of Westmoreland in the County of Cheshire and State of New Hampshire Yeoman Plaintiff v. David ~~Cheny~~ Cheny of Orange in the County of Hampshire Gentleman defendant – in a plea of the Case for that the said Cheny at said Orange on the twenty eighth day of November in the Year of our Lord Seventeen hundred & ninety six by his Note under his hand of that date for Value recived promised the plaintiff to pay him or order thirty three dollars and thirty three Cents and the Interest by the first day of January then next which time has elapsed – Yet the said Cheny the requested the same sum and Interest has not paid but neglects it – to the damage of the said Thayer the Sum of thirty dollars. —

Thayer vs Cheny May. 69. 1797

This Case was entered at the last May term of this Court and continued from term to term to this term – and now the Plaintiff by Joseph Proctor Gent. his Attorney appears and the Defend. the three times publickly called to come into Court makes defaulet of his appearance here – Wherefore it is considered by the Court that the said Daniel recover against the said David the sum of Eighteen dollars thirty one Cents damages & Costs of Suit taxed at $ 17-36 and thereof &c – After all which the said David Cheny by Solomon Vose Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the next supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect.

John Chandler and Nathaniel Chandler both of Peterham in the Clark Chandler of Coldrain in the County of Hampshire Merchants and Joint Partners in trade plaintiffs v. James Harkness Junr – of Coldrain in said County Yeoman defendant – in a plea of the Case for that whereas the said James at Greenfield aforesaid on the day of the purchase of this Writ was justly indebted to the Plaintiffs in the sum of thirteen dollars and seventy seven Cents for divers goods Wares & Merchandises, according to the Schedule annexed by the plaintiffs to the said James at his special instance and request there before that time sold and delivered and being so indebted he the said James there afterwards on the same day in consideration thereof promised the plaintiff to pay him the same upon demand – Yet he hath never paid the same tho requested but neglects it To the damage of the said John Nathaniel & Clark the Sum of Twenty dollars –

Chandler & others vs Harkness – May 183 1797

The plaintiffs by Richard E Newcomb Gent. their Attorney entered this Case at May term last past and the same was continued from term to term to this term – And now the plaintiffs by their said Attorney appear and the defendant tho three times publickly called to come into Court makes defaulet of his appearance here – Wherefore it is considered by the Court that the said John Nathaniel and Clark do recover against the said Clark the Sum of thirteen dollars and seventy seven Cents damages and Costs of Suit taxed at $ 19 – 72 ——

Exn issued Nov. 25. 1797. —

Collins & others
vs
Fobes
May 121. 1797

Levi Collins and Alexander Ellsworth both of East Windsor in the County of Hartford and State of Connecticut Joint Partners trading Plaintiffs vs William Fobes of Greenfield in the County of Hampshire Trader Defendant in a plea of the case for that whereas the said Fobes at Greenfield aforesaid on the thirteenth day of October in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiffs by the Name of Collins and Ellsworth to pay the Sum of thirty eight pounds ten shillings and six pence / equal in Value to One hundred and twenty eight dollars and forty two Cents in ninety days from the date of said Note with Interest after Sixty days - Yet he hath never paid the Same tho requested but neglects it to the damage of the s'd Collins and Ellsworth two hundred dollars —— This Case was entered in this Court at May term last past and thence continued to September term - at which term the plaintiff by Richard C Newcomb Gent. their Attorney appeared and the defendant tho three times publickly called to come into Court makes defaulk of his appearance here ~~Whereupon it is considered by the Court that the said~~ After which the case was continued to this term for Judgment - Wherefore it is now considered by the Court that the said Levi and Alexander recover against the said William the Sum of One hundred and thirty four dollars and eighty five Cents damages and Costs of Suit taxed at $17-23. and thereof &c.
After which the said William by Jonathan Lewis Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. ——

Hastings
vs
Gold & others
May 160. 1797.

Jonathan Hastings of Charlemont in the County of Hampshire Gentleman plaintiff vs Isaac Gold of Heath in the same County Gent. and Micah Shelden late of Heath aforesaid Yeoman Defendants - in a plea of the case for that the said defendants at said Charlemont on the twenty sixth day of September in the Year of our Lord one thousand seven hundred and ninety five by their Notes of hand of that date for Value received promised the said Jonathan to pay him or his order the Sum of forty dollars within one Year from the first day of January then next following the date of said Note with lawful Interest for the same untill paid. Yet the said defendants though often requested have never paid the Same but neglect & refuse to do it - To the damage of the said Jonathan the Sum of Sixty Dollars — This Case was commenced the last May term of this Court and continued to September term - at which term the Plaintiff by Edw'd Upham Gen'l his Attorney appeared - and the Defendants tho three times publickly called to come into Court made defaulk of their appearance here - after which the case was continued to this term for Judgment - and now it is considered by the Court that the said Jonathan recover against the said Isaac and Micah the Sum of forty five dollars & eight Cents damages and Costs of Suit taxed at $14-77 and thereof &c. —

Exe'd issued Nov. 23 - 1797 ——

Patrick Gray of Pelham in the County of Hampshire Yeoman Plaintiff vs
John Churchill late of New Salem in said County Tailor Defendant — in a plea
of the Case for that the said John at said New Salem on the fourth day of March
last past being justly indebted to the said Patrick in the sum of Sixteen dollars
and Eighty two Cents for the like sum of money before that time laid out &
expended by the said Patrick at the special instance and request of the said John
to and for the use of the said John promised the said Patrick in consideration
thereof to pay him the same sum on demand — Yet the said John though often
requested hath never paid the same but neglects and refuses to do it — to the
damage of the said Patrick the sum of twenty dollars ——

Gray
vs
Churchill Ag.
May (173) 1797

And whereas the said Patrick saith that the said John hath not in his
own hands and possession Goods and Estate to the Value of twenty dollars
aforesaid which can be come at be attached but has entrusted to and
deposited in the hands and possession of Consider Hastings of New Salem
aforesaid Blacksmith trustee of the said John Goods effects & Credits
to the said Value: We command you therefore &c —

This Case was entered at the last May term of this Court at which
term the plaintiff by Ed Upham Gent. his Attorney appeared and
the said Consider Hastings Agent and trustee aforesaid comes here
into Court and being duly sworn in Court says — "that at the time of the
service of the Writ he had in his hands and possession Ten thousand
of Shingles belonging to John Churchill which he was to deliver
to Andrew Warriner if he produced a Note against said Churchill" —
After which this case was continued from term to term to this term —
And now the plaintiff by his said Attorney appears — and the
Defendant the three times publickly called to come into Court make
default of his appearance here — Wherefore it is considered by the
Court that the said Patrick recover against the said John the
Sum of Sixteen dollars and eighty two Cents damages and Costs of
Suit taxed at $ 12.97 and thereof &c

Exn issued Nov. 23. 1797. —

Abel Powers of Granville in the County of Hampshire Yeoman Pltff —
vs. Edward Clark Junr. of Hardwick in the County of Worcester Yeoman —
Defendant in a plea of trespass on the Case for that whereas the said Abel
on the first day of November last past was possessed of one pair of large Oxen
between four and five years old of the Value of One hundred dollars as his
own proper Goods and Chattels and being so thereof possessed there afterwards
on the same day casually lost the same out of his hands possession which Oxen
there after on the same day into the hands and Possession of the defendant by
finding came — Yet the said Edward well knowing said Oxen to be the
proper oxen of the said Abel and to him of right to belong and appertain
the often requested have never delivered said Oxen to said Abel — but
the said Edward there afterwards on the fifteenth day of said November
did convert and dispose of the same Oxen to his own use and benefit to
the damage of the said Abel — two hundred Dollars ——

Powers
vs
Clark
May. 190. 1797.

This Cas was entered at the last May term of this Court and continued
from term to term to this term — The Plaintiff by Jonathan E. Porter Esq
his Attorney appears — and the said Edward by Cabot Strong. Esq. his
Attorney comes and defends the force and Injury when &c and says that
he

he is not guilty in Manner and form as the plaintiff hath alledged & thereof puts himself on the Country. — and the said Abel does the same ——
and now the Jurors duly returned and impanelled at this term being sworn to try the issue — do on their oaths find that the said Defendant is not guilty as set forth in the declaration — Wherefore it is considered by the Court that the defendant recover of the plaintiff his Costs taxed at $ 63 Cents and thereof &
Whereupon the said Abel appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties to prosecute the same appeal with effect. —

Amory & others vs Chapin & others May. 191. 1797.

John Amory Thomas Amory and Francis Amory of Boston in our County of Suffolk Merchants Plaintiffs v. Oliver Chapin and Oliver Esty of Orange in the County of Hampshire Traders in a plea of the Case for that whereas the said Chapin and Esty at Boston to wit at Northampton aforesaid on the seventh day of December in the Year of our Lord one thousand seven hundred and Ninety five by their note of that date under the Firm of Chapin and Esty for Value received promised the Plaintiffs by the Name of Pltffs John & Thomas Amory & Co to pay them or their Order the sum of seventy six pounds two Shillings and three pence which the Pltffs ever to be equal to two hundred and fifty three dollars and Seventy Cents on demand after three months from the date of said Note with Int. ent after the expiration of said three Months — Yet said Chapin and Esty the Thirds often requested have never paid the same nor both either of them paid it but neglect to do it — to the damage of the said John Thomas and Francis five hundred dollars —
This Case was entered at the last May Term of this Court & continued from term to term to this term — And now the Plaintiffs by their Attorney appear and the defendants tho' three times publickly called to come into Court make default of their appearance here Wherefore it is considered by the Court that the said John Thomas & Francis recover against the said Chapin and Esty the Sum of
Damages and Costs of Suit taxed at $
Whereupon the said Chapin and Esty appeal from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within & for the County of Hampshire on the last Tuesday of April next and recognize with Sureties to prosecute the same appeal with effect. ——

Partridge & ux vs Gear & Ag.t May 19t. 1797

Asa Partridge of Preston in the County of New London and State of Connecticut and Elizabeth his Wife Plaintiffs v. Jonas Gear late of Norwich in the County of Hampshire Yeoman defendant in a plea of trespass on Case for that the said Jonas at Preston aforesaid at Northampton aforesaid on the twenty seventh day of January in the Year of our Lord one thousand seven hundred and ~~ninety~~ seven by his Note in writing under his hand of that date for Value received promised the said Elizabeth she then being the Wife of the said Asa to pay her the Sum of Twenty pounds lawful Money which is equal in Value to Sixty Six dollars and Sixty Six Cents and seven mills within two years after the decease of his the sd Jonas Fath.r James Gear of said Preston — And the Plaintiff avers that the said James Gear father to the said Jonas died on the thirteenth day of September in the Year of our Lord one thousand seven hundred and Ninety four and that the time of payment hath long since

elapsed Yet the said Jonas the often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — To the damage of the said Asa and Wife the Sum of One hundred and fifty dollars — And whereas the said Asa and Elisphel say that the said Jonas has not in his own hands and possession goods and estate to the Value of One hundred and fifty dollars aforesaid which can be come at to be attached but has entrusted to and deposited in the hands and possession of John Ellis of Chester in the County of Hampshire Yeoman, trustee of the said Jonas Geer, goods effects and Credits to the said Value. We Command you therefore &c. This Case was entered at last May term of this Court when the Plaintiffs by Joseph Lyman Esq. their Attorney appeared, and the said John Ellis the aforesaid agent and trustee came also into Court and being sworn in Court on Examination says that he together with Nathan Wood as Surety for him two Years ago last January gave the said Jonas Geer two promissory Notes of hand of One hundred pounds each lawful silver money each payable to said Jonas Geer or his order the one in three the other in four years from the date of them the one of them on Interest from the date the other not — which I do not recollect — which Notes I have never yet paid — and that he together with said Nathan Wood had before the Service of this process been summoned in seven actions as agents to said Geer & answers on oath and this answer is subject to any demands which the Pltffs in said actions may have on him or said Wood and as trustees of said Geer — and he has no other goods effects or Credits of the said Geer in his hands at the time of the Service of this Writ." — And it is considered by the Court that the said John Ellis the said trustee aforesaid be allowed his Costs taxed at $ 5-35 — and thereof &c — after which this Case was continued to the next term and from thence to this term — and now the Plaintiff by his said Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa and Wife recover against the said Jonas Geer the Sum of damages and Costs of Suit taxed at $ and thereof &c — —

Lemuel Fobes of Norwich in the County of Hampshire Yeoman Plaintiff v. Aaron Gillet 2d of Westfield in said County trader Deft in a plea of the Case for that the said Aaron at said Westfield on the fourth day of July in the Year of our Lord Seventeen hundred & ninety six by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Eighty dollars worth of Grain by the first day of January then next at the dwelling house of the said Aaron in said Westfield — And the plaintiff avers that he hath ever been ready to receive said Grain according to the tenor of said Note — Yet the said Aaron the often requested hath never paid the Contents of said Note or any part thereof — but unjustly neglects it — to the damage of the said Lemuel Fobes One hundred and twenty dollars — and whereas the said Lemuel Fobes saith the said Aaron has not in his hands and possession goods and Estate to the Value of One hundred and twenty dollars aforesaid which can be come at to be attached but has entrusted to & deposited in the hands and possession of Moses Warner, Aaron Hull William Fobes Willis Fobes and David Fray all of Norwich in said County Yeomen,

Fobes vs Gillett 2d — May 203. 1797

David Shepherd Esq. Mather Shepherd Yeoman and Datus Ensign Yeoman all of Chester in said County, Solomon Edwards and Jonathan Stearns of West Hampton in said County Yeoman and King Parker of Southampton in said County Yeoman and Enos Pomeroy of Easthampton in said County Yeoman Trustees of the said Aaron Gillett Goods effects and Credits to the said Value - We Command you &c. This Case was entered at the last May term of this Court - The Plaintiff aforesaid by Joseph Lyman Esq his Attorney appeared - and the said Moses Aaron William Walter, David Searey, David Shepherd, Mather, Datus, Solomon Jonathan King and Enos Agents and trustees as aforesaid the three times publicly called to come into Court make default of their appearance here - After which this Case was continued to this next term and from thence to the next term and now at this term the pltff by his said Attorney appears and the defendts the three times publicly called to come into Court makes defaults of his appearance here - Whereupon it is considered by the Court that the said Lemuel recover against the said Aaron Gillet the Sum of Eighty four dollars & twenty Cents damages and Costs of Suit taxed at Sixteen dollars & forty Cents and thereof &c.

Exd. Signed Novr. 21. 1797 —

Carter & Ally
v
Gillet & Ag.
May 204. 1797.

Chandler Carter and Zeboim Carter of Westfield in the County of Hampshire Blacksmiths and Joint Labourers and dealers in said Trade Plaintiffs v. Aaron Gillet late of Westfield aforesaid Trader Defendant in a plea of the Case for that the said Aaron at Westfield aforesaid on the first day of November last past was justly indebted to the said Chandler and Zeboim in the Sum of forty dollars as well for Work of the said Chandler and Zeboim by them the said Chandler and Zeboim for the said Aaron Gillet at his special instance and request before that time done and performed as for divers Materials and things necessary of them the said Chandler and Zeboim by them the said Chandler and Zeboim for the said Aaron at his like special instance and request before that time in and about the said Work and Labour found provided & and used - And the said Aaron Gillet being so indebted in consideration thereof afterwards to wit on the same day and year aforesaid at Westfield aforesaid assumed upon himself and then and there faithfully promised the Plaintiffs that he would well and truly pay the aforesaid Sums of forty dollars when he should be afterwards thereto required - Also for that the said Aaron Gillet afterwards on the same day and year aforesaid at Westfield aforesaid in Consideration that the said Chandler and Zeboim at the like special instance and request of him the said Aaron had then before that time done and performed for the said Aaron other Work and Labour and found provided and used for the said Aaron divers other Materials and things necessary in about said Work and Labour last mentioned assumed on himself and to the said Chandler and Zeboim then and there faithfully promised to pay him as well as so much money as the said Chandler and Zeboim for the said Work & Labour last mentioned done and performed as also the Materials and things necessary in and about the Work and Labour last mentioned and found provided & used as the said Chandler and Zeboim reasonably deserved to have whenever after he should be thereto requested - And the plaintiffs aver that for the Materials and things necessary in about said Work and Labour last mentioned as aforesaid found provided and used they reasonably deserved to have of the said Aaron another Sum of Forty dollars - of which the said Aaron afterwards to wit on the same day and year at Westfield aforesaid had notice. Yet the said Aaron

Gillet hath never paid either of said Sums but unjustly refuses so to do — To the damage of the said Chandler & Zebiah the Sum of Seventy dollars And Whereas the said Chandler and Zebiah say that the said Aaron Gillet has not in his hands and possession goods and estate to the Value of Seventy dollars aforesaid which can be come at to be attached but has entrusted to and deposited in the hands and possession of Luke Phelps of Westfield aforesaid Yeoman — Calvin Noble and Noble Sackett of said Westfield Tanners and Joint dealers in said trade and Cotton Kellogg of Westfield aforesaid Yeoman and Frederick Fowler of said Westfield Yeoman. trustees of the said Aaron Gillet goods effects and Credits to the said Value — We command You &c — This Case was entered at the last term in May last past of this Court The Plaintiffs by Joseph Lyman Esq. their Attorney appeared — and the said Luke, Calvin, Noble Cotton and Frederick the trustees aforesaid though three times publickly called to come into Court made default of appearance here — after which this case was continued to the next term and from thence to this term — And now the plaintiffs by their Attorney aforesaid appear and the defendant though three times publickly called to come into Court makes default of his appearance Wherefore it is considered by the Court that the said Chandler and Zebiah recover against the said Aaron Gillett and against the Sum of forty dollars damages & Costs of Suit taxed at $ 13-94 and thereof &c —

Ex.n issued Nov. 21st 1797 —

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman Plaintiff v. Abijah Hitchcock of Wilbraham in said County of Hampshire Yeoman Deft. in a plea of the Law for that the said Abijah at Suffield to wit at Northampton aforesaid on the second day of February last past by his promissory note of hand of hand of that date for Value received promised said Luther to pay him or his order forty dollars current money on demand with Interest till paid — Yet the said Abijah the often thereto requested has never paid the same but unjustly neglects and refuses so to do — to the damage of the said Luther the Sum of Sixty dollars —

Loomis vs Hitchcock May 28d. 1797

This Case was entered at the last May Term of this Court and continued to the next term — at which term the plaintiff by John Hooker Esq. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here. — after which this case was continued to this term for Judgment — and now at this term the plaintiff by his said Attorney appears — and therefore it is considered by the Court that the said Luther recover against the said Abijah the Sum of forty one dollars and ninety Cents damages and Costs of Suit taxed at $ 14-57. and thereof &c —

Ex.n issued Nov.br 25. 1797.

Samuel Hinckley of Northampton in said County Esq. Plaintiff — v. Josiah Arms of Brimfield in said County Blacksmith Defendant in a plea that the said Josiah render to the said Samuel three hundred pounds six shillings and two pence of our late lawful silver money, which the plaintiff avers is equal to One thousand and one dollars & three Cents

Hinckley vs Arms May 23d. 1797

of our present lawful money which to him he owes and from him unjustly detains for this that the said Josiah at said Northampton on the tenth day of September in the Year of our Lord one thousand seven hundred and ninety four by his certain writing obligatory of that date sealed with his Seal and in Court to be produced acknowledged himself to be held & firmly bound and obliged to the said Samuel in the Sum of three hundred pounds six shillings and two pence of our late lawful silver money which the Plaintiff says is equal to the aforesaid Sum of One thousand and one dollar and three Cents of our present lawful money to be paid to the said Samuel when he the said Josiah should thence afterwards be thereunto requested - Yet the said Josiah though often thereto requested hath not paid the aforesaid Sum to the Plaintiff or any part thereof but unjustly neglects and refuses to do it to the damage of the said Samuel Seven hundred dollars —

This Case was commenced at the last May term of this Court and continued to the next term at which term the plaintiff appeared in Court and the defendant though three times publicklly called to come into Court made default of his appearance — after which this Case was continued to this term for Judgment - and now the plaintiff appears and it is thereupon considered by the Court that the said Samuel recover against the said Josiah the Sum of five hundred & Sixty six dollars and fourteen Cents damages and Costs of Suit taxed at $ 10-88 and thereof &c —

Exd signed Nov: 21. 1797.

Moore & others vs Clap & others — May 23d. 1797.

Caleb Moore and Job Taber Boller both of the City and County of Hartford and State of Connecticut Joint Merchants Plaintiffs v. Aaron Clap of the district of East Hampton in said County Gentleman and Aaron Clap of South hampton in said County Trader and Joint Dealers in trade. Defendants — in a plea of the Case for that the said Defendants at Southampton afore — on the twenty fourth day of January last past by the Names and under the firm of Aaron Clap and Son promised the Plaintiffs by the Firm & Names of Moore and Boller to pay them or order on demand Two hundred & twenty nine pounds one shilling and 9. meaning one penny. equal as the Plaintiffs say to Seven hundred sixty three dollars and fifty two Cents with Interest from the date. meaning the date of said Note untill paid Value received (meaning for Value received - Yet the said Defendants the often requested have not paid said Sum or any part thereof to the plaintiffs nor hath either of them but unjustly neglects to do it to the damage of the said Moore and Boller the Sum of One thousand dollars —

This Case was entered at the last May term of this Court and continued from term to term to this term and now the plaintiffs by Samuel Hinckley Esq. their Attorney appear and the Defendants the three times publicklly called to come into Court make default of their appearance here — Whereon it is considered by the Court that the said Moore and Boller recover against the said Clap and others the Sum of Eight hundred dollars and sixty four Cents damages and Costs of Suit taxed at $ 18-K and thereof &c —

Exd signed Nov: 21st 1797 —

Baker
vs
Sampson & Agt.
May 23d. 1797

Simeon Baker of Westhampton in the County of Hampshire Yeoman Plaintiff vs. Jacob Sampson Junr. late of New Salem in said County Yeoman otherwise called Jacob Sampson late of Amherst in said County Yeoman defendant – in a plea of trespass on the Case for that the said Jacob at said Shutesbury in said County on the Seventeenth day of July in the Year of our Lord Seventeen hundred and ninety two by his Note of hand of that date for Value received promised the said Simeon to pay him Nine pounds lawful money meaning the Value of said Sum to be paid in Neat Cattle at the market price by the first day of November in the Year Seventeen hundred and ninety six (be meaning in the Year of our Lord Seventeen hundred and ninety six) with Interest said Cattle to be delivered at the dwelling house of the said Jacob, meaning in Amherst aforesaid and the plaintiff says he was always ready after the signing the said Note by said Jacob at his said Jacobs dwelling house in said Amherst to have received the Value of said Sum and the Interest thereon in Neat Cattle of said Jacob according to the Tenor of said Note and now is there ready to receive the same of said Jacob and the plaintiff further says that the said Sum of Nine pounds is equal to Thirty dollars of our present lawful Money – Also for that the said Jacob at said Shutesbury on the seventeenth day of July aforesaid by his other Note of hand of that date for Value received promised the said Simeon to pay him Nine Pounds ten shillings lawful Money (meaning the Value of s.d Sum) to be paid in Neat Cattle at the Market Price to be paid meaning to be paid and delivered in three Years from the first day of November then next with Interest, said Cattle to be delivered at the dwelling house of the said Jacob (meaning in said Amherst) and the Plaintiff says he was always ready at the dwelling house of the said Jacob in said Amherst) after the signing of s.d Note by said Jacob to have received of him the Value of said Sum of Nine pounds ten shillings and the Interest thereof in neat Cattle according to the tenor of s.d Note and now is there ready to receive the same of the said Jacob and the Plaintiff further avers that the said Sum of Nine pounds ten Shillings is equal to thirty one dollars and two thirds of a dollar of our present lawful money – Yet the said Jacob the thereto often requested by the Plaintiff hath not paid or delivered to said Simeon the Contents of said Notes or either of them or any part of either of them in Neat Cattle according to the tenor of s.d Notes or any way contented him therefor but neglects and refuses to do it ——— To the damage of the said Simeon the Sum of One hundred dollars – And whereas the said Simeon saith that the said Jacob has not in his own hands and possession goods and estate to the Value of One hundred dollars – aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Friend Smith of Amherst in said County Yeoman trustee of the said Jacob goods, effects and Credits to the said Value; We command &c. – This Case was entered at the Term of this Court in May last past – whereto the plaintiff by his Attorney appeared and the said Friend Smith Agent and trustee as aforesaid though three times publickly called to come into Court made default of his appearance – After which this Case was continued to the next term and from thence to the present term of this Court – And now the plaintiff by his said Attorney appears – and the defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Baker recover against the said Sampson and Agent the Sum of forty nine dollars and eighty seven Cents damages and Costs of Suit taxed at $10-74 and thereof &c. ———

Exd. ifsued Nov. 21. 1797 ———

Smith
vs
Billing
May. 24d. 1797.

Gad Smith of Whately in the County of Hampshire. Merchant Plaintiff vs Aaron Billing of Conway in said County Yeoman alias Merchant Defendant in a plea of trespass on the Case for that the said Aaron at Conway in said County of Hampshire on the twenty second day of December in the Year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised one Augustus Dickinson to pay him or order fifty dollars within one Year from the date of this Note to wit one year from the said twenty second day of December Interest till paid meaning to pay the lawful Interest from the date of said Note till paid. and afterwards to wit on the same twenty second day of December aforesaid at Conway aforesaid no part of the Sum aforesaid in the Note aforesaid being paid - the said Augustus by his certain indorsement in writing subscribed with the proper hand of the said Augustus he the said Augustus ordered the said Aaron to pay the Contents of the same note to the said Gad for Value received of which said indorsement the said Aaron then & there had notice, by reason whereof and by force of the law in such case the said Aaron became liable and chargeable to pay the said Gad the Contents of said Note according to the tenor of said Note and indorsement aforesaid and being so liable and chargeable in consideration thereof assumed on himself and to the said Gad then and there faithfully promised to pay him the Contents of said Note according to the tenor and effect of said Note on demand after said time of payment mentioned in said Note. Yet the said Aaron tho often requested hath not paid said Sum to the plaintiff but neglects to do it to the damage of the said Gad Seventy dollars This Case was entered in this Court at the last May Term & continued from term to term to this term - and now the plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Gad recover against the said Aaron the Sum of Damages and Costs of Suit taxed at £ and thereof &c. ———

Patrick & al.
vs
Osborne
May 27d. 1797

Samuel Patrick and Ezel Washburne both of Ware in the County of Hampshire Partners in trade under the firm and by the Name of Patrick and Washburne plaintiffs vs John Osborne of Ware aforesaid Yeoman alias Labourer defendant in a plea of the Case for that the said John Osborne at said Ware on the twelfth day of April seventeen hundred & eighty four by his certain promissory Note of that date in writing by him subscribed for Value received promised the said Patrick and Washburne to pay them or their order the sum of Six pounds ~~twelve~~ five shillings and nine pence equivalent to Twenty dollars and ninety Six Cents on demand with Interest Yet the said Osborne though by the Plaintiffs often requested hath never paid the same but neglects it to the damage of the said Patrick and Washburne as they say the sum of Thirty dollars
This Case was entered in this Court at the last May term and continued from term to term unto this term and now at this term the plaintiff by P. Hitchcock Gent. their attorney appear and the Defendant though three times publickly called to come into Court makes default of his appearance here, Wherefore it is considered by the Court that the said Patrick & Washburne recover against the said Osborne the sum of fourteen dollars eight Cents Damages & Costs of Suit taxed at £ 6. 22. and thereof &c. ——
Executed Sept. 23. 1798 —

John Amory, Thomas Amory and Francis Amory all of Boston in the County of Suffolk Joint Merchants and Co Partners under the firm & Stile of John & Thomas Amory & Company Plaintiffs vs Justus Forward Junr. of Belchertown in the County of Hampshire Trader Defendant in a plea of the Case for that the said Justus at Northampton aforesaid on the twenty eighth day of May in the year of our Lord Seventeen hundred and ninety five by his note given under his hand of that date for value received promised the Plaintiffs to pay them or order forty four pounds eleven shillings and five pence lawful money with Interest after three months until paid — which Sum the Plaintiffs aver is equivalent to One hundred and forty eight dollars and fifty seven Cents — Yet said Justus the often requested hath never paid the same but neglects it — to the damage of the said John Thomas and Francis three hundred dollars —

Amory & others vs Forward May 27d. 1797.

This Action was commenced at the last May Term of this Court and continued from term to term to this term — and now at this term the Plaintiffs by Elijah Paine Genl. their attorney appear and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John Thomas and Francis recover against the said Justus the Sum of One hundred and fifty six dollars and ninety four Cents damages and Costs of Suit taxed at $ 17.75 and thereof &c —

Exn. issued Novr. 23. 1797.

Gardner Leonard Chandler of Boston in the County of Suffolk Administrator of all and singular the Goods and Chattells rights and Credits which were of Anna Chandler Late of Worcester in the County of Worcester Widow deceased plaintiff vs Reuben Clayton of Chester in the County of Hampshire Gentleman Defendant in a plea of the Case for that the said Reuben at Northampton aforesaid on the twenty fourth day of July in the Year of our Lord seventeen hundred and ninety two by his Note under his hand of that date for Value received promised the said Anna then in full Life to pay her or her order Thirty seven pounds fourteen shillings and six pence on demand with Interest till paid — which Sum the Plaintiff avers is equal to One hundred and twenty four dollars and Seventy five Cents — Yet the said Reuben though often requested hath never paid the same to the said Anna in her Life time nor hath he paid it to the said Gardner since the decease of the said Anna but neglects it to the damage of the said Gardner in his said Capacity the Sum of two hundred Dollars —

Chandler adm. vs Clayton — May 27d. 1797

This Case was entered in this Court at the last May term and from thence continued from term to term unto this present term — And now the Plaintiff by Nath. Paine Esq. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Gardner Leonard recover against the said Reuben (in his Capacity of Adm. aforesaid) the Sum of One hundred and forty seven dollars & eight Cents damages and Costs of Suit taxed at $ 17.46 and thereof &c.

Exn. issued Novr. 23. 1797.

Chandler
vs
Slayton
May. 28d - 1797

Gardner Leonard Chandler of Boston in the County of Suffolk and State of Massachusetts Gentleman Plaintiff vs. Reuben Slayton of Chester in the County of Hampshire Gentleman Defendant in a plea of the Case. for that the said Reuben at Northampton aforesaid on the twenty fourth day of January in the Year of our Lord One thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order five pounds ten shillings and one penny on demand with Interest — equal in Value to eighteen dollars and thirty five Cents — Yet the said Reuben tho often requested hath never paid the same but neglects it to the damage of the said Gardiner Leonard Chandler the Sum of forty dollars —
This Plaint was entered in this Court at the last May term and continued from term to term unto this Term — And now the Plaintiff by Nathaniel Paine Esq. his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Gardiner recover against the said Reuben the Sum of twenty one dollars forty six Cents damages and Costs of Suit taxed at $ 27.46 and thereof &c.

Executed Nov. 23d 1797.

Legate
vs
Haywood & Ag.
May 28d 1797

Thomas Legate of Leominster in the County of Worcester Esq. Plaintiff vs Abijah Hayward of Charlemont in the County of Hampshire Yeoman Defendant in a plea of the Case for that the said Abijah at Leominster to wit at Northampton aforesaid on the tenth day of March in the Year of our Lord One Thousand seven hundred and ninety six by his Note of hand of that date by him subscribed for Value received promised the plaintiff to pay him or his order the sum of twenty seven dollars and fifty Cents by the first day of June then next ensuing with Interest till paid — Yet the said Abijah tho thereto often requested hath not paid the same — and for that the said Abijah at Leominster to wit at Northampton aforesaid on the same tenth day of March by his other Note of hand of that date by him subscribed for Value received promised the plaintiff to pay to him or his order the Sum of One hundred dollars by the first day of January then next ensuing with Interest untill paid. Yet the said Abijah tho' that time has also elapsed and tho' requested hath not paid the same but neglects it to the damage of the sd Thomas as he saith the Sum of two hundred dollars —
And whereas the said Thomas saith that the said Abijah hath not in his own hands and possession goods and estate to the Value of two hundred dollars aforesaid which can be come at to be attached but has entrusted to and deposited in the hands and possession of Marcus Cole of Conway in the County of Hampshire Yeoman and James Shurtleff in the same County Yeoman trustees of the said Abijah Hayward goods effects and Credits to the said Value — We Command you therefore &c ——
This Case was entered in this Court at the last May term — The Plaintiff by Wm Stedman Gent. his Attorney appeared — and Marcus Cole one of the trustees aforesaid comes here into Court and being sworn in Court says that at the time of the Service of the Writ he had not any goods or effects rights or Credits of the said Abijah Hayward in his hands — and the said James Shurtleff aforesaid comes into Court and being sworn in Court says that at the time of the Service of the Writ aforesaid he had not in his hands and possession any goods or effects rights or Credits of the said Abijah — after which this case was continued from term to term unto this Term — And now the plaintiff by his said Attorney appears

and the defendant though three times publickly called to come into Court makes default of his appearance here whereon it is considered by the Court that the said Thomas recover against the abiah the Sum of
Damages & Costs of Suit taxed at - $

Nehemiah Thomas of Ware in the County of Hampshire Yeoman Plaintiff v. Nell McRay of Ware aforesaid Husbandman Defendant in a plea of the Case for that whereas the said Nell at Brookfield to wit at Northampton aforesaid on the third day of April in the Year of our Lord, One thousand seven hundred and ninety two by his promissory Note of Hand of that date for Value received promised the Plaintiff to pay him or order the Sum of Seven pounds four shillings and three pence being an equivalent to twenty four dollars and four Cents in demand with Interest till paid - Yet the said Nell though often thereto requested hath never paid the same but neglects it To the damage of the said Nehemiah Thomas the Sum of fifty dollars —

Thomas vs McRay May 28d - 1797.

This Case was entered in this Court at the last May term and continued from term to term to this term - And now at this term the Plaintiff by J. Upham Gent. their Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Nehemiah recover against the said Nell McRay the Sum of thirty dollars and fifteen Cents damages and Costs of Suit taxed at $ 17-16 and three d.

Ex.d issued Nov. 25. 1797 —

Alexander Magoon Jun.r of Warren in the County of Herkemer in the State of New York Yeoman Plaintiff v. John Kirk of Brookfield in the County of Worcester Yeoman in a plea of the Case for that whereas the said Alexander at a place called Ware to wit at said Northampton on the ninth day of February in the Year of our Lord Seventeen hundred and Ninety Six by his promissory Note of that date by him subscribed for Value received promised the plaintiff to pay him or his order Seventy dollars in Silver Coin (meaning in Silver Money) to be paid in one Year from the date (meaning to be paid in one year from the date of said Note) with Interest till paid - Now the plaintiff avers that said term of one Year has long since elapsed yet the said John the defendant hath never paid the same but neglects it to the damage of the said Alexander the Sum of One hundred Dollars —

Magoon vs Kirk May 28d. 1797.

This Case was entered in this Court at the last May Term and continued from term to term to this term - and now at this term the Plaintiff by J. Upham Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Alexander recover against the said John the Sum of Seventy Seven dollars and Seventy Cents damages and Costs of Suit taxed at $ 18-39 and three d.

Ex.d issued Nov.r 25. 1797 —

Jesse Paige of Hardwicke in the County of Worcester Yeoman Pltff v. Azel Washburne & Jermiah Hall both of Ware in the County of Hampshire Copartners in trade under the Name & firm of Washburne & Hall otherwise called Azel Washburne of Ware in the County of Hampshire Trader and Jermiah Hall of New Braintree in the County of Worcester Trader, late Copartners in Trade under the Name and firm of Washburne & Hall Defend.ts

Paige vs Washburne & Hall May 28d. 1797.

in a plea of the Case for that Whereas the said Washburne & Hall at Hardwick to wit at said Northampton on the Seventh day of October in the year of our Lord 1796 by their promissory note of that date by them subscribed for Value recd promised the plaintiff to pay him or order the sum of two hundred and twenty nine dollars on demand with Interest till paid - Yet the said Washburne & Hall tho thereto often requested have never paid nor hath either of them the Contents of Note only in part but neglect it to the damage of the said Paige three hundred Dollars - This Case was entered at the last May term of this Court and continued from term to term unto this term - And the plaintiff by I Upham Gent. his Attorney appears and the defendants though three times called to come into Court makes default of their appearance here Wherefore it is considered by the Court that the said Paige recover against the said Washburne and Hall the Sum of two hundred and twenty three dollars and ninety seven Cents damages and Costs of Suit taxed at $16-63 and thereof &c ——

Exn issued Novr 25th 1797. —

Pellogg appt
vs
Granger appe
May 29. 1797

Seth Pellogg of Southwick in the County of Hampshire Yeoman appellant vs George Granger of Southwick aforesaid appellee from the Judgment of Samuel Fowler Esq one of the Justices of the peace for said County on an original process wherein the said George Granger was Plaintiff and the said Seth Pellogg Defendt in a plea of trespass on the Case for that the said Seth at Southwick aforesaid on the thirteenth day of April in the Year of our Lord one thousand seven hundred and ninety four was justly indebted to the Plaintiff in the Sum of three dollars for the like sum of Money by the aforesaid Seth of the aforesaid Granger to his use before that time had and received and being so indebted the said afterwards to wit on the same day and Year last abovementioned at Southwick aforesaid in Consideration thereof undertook and to the plaintiff then & there faithfully promised that he the same Seth would well and truly pay the aforesaid Sum of three dollars to the plaintiff whenever after he should be thereto requested. Also for that the said Seth Pellogg afterwards to wit on the same day and Year aboveaid at Southwick aforesaid had accounted together with the said George of and concerning divers sums of money before that time due & owing from the said Seth to the said George. and upon that account the said Seth was then and there found in arrears towards the said George in another Sum of three dollars - and being so found in arrears the said Seth in consideration thereof afterwards to wit on the same day and Year aboveaid at Southwick aforesaid assumed on himself and to the said George then & there faithfully promised to pay him the same Sum of three dollars last mentioned when he should be thereto afterwards required - Yet the said Seth tho thereto often requested hath never fullfilled either of his said promises but unjustly neglects and refuses so to do to the damage of the said George the Sum of Ten dollars —

This Case was entered in this Court at the last May term and continued from term to term unto this term - and now the appellant tho thrice times publickly called to come into Court and prosecute his said appeal - becomes nonsuit - The appellee by his Attorney appears - Wherefore it is considered by the Court the said George Granger the appellee recover against the said Seth the appellant the sum of three dollars and Sixty eight Cents damages and Costs of Suit taxed at $12-70 and thereof &c

Exn issued Novr 21. 1797. —

Dwight vs Slayton & another May 305. 1797

Jonathan Dwight of Springfield in the County of Hampshire Esquire plaintiff v. Reuben Slayton Gentleman and Charles Flint Husbandman both of Chester in the County aforesaid Defendants in a plea of the Case for that the said Reuben and Charles at Northampton aforesaid on the twenty sixth day of May in the Year of our Lord Seventeen hundred and ninety five by their promissory note under their hands for Value received jointly and severally promised the said Jonathan to pay him or his order thirty six pounds which the plaintiff avers is equal to one hundred and Twenty dollars on demand with Interest for the same sum till paid Yet tho' often thereto requested the said Reuben and Charles or either of them have never paid the plaintiff the same or any part thereof but unjustly ought it to the damage of the said Jonathan One hundred and thirty dollars — This Case was commenced at the last May term of this Court and continued from term to term to this term — And now the Plaintiff by Jon. Dwight Junr. Gent. his Attorney appears and the Defendants though three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said ~~Plaintiffs~~ Jonathan recover against the said Reuben and Charles the Sum of One hundred and thirty seven dollars and eighty four Cents damages and Costs of Suit taxed at $13-34 and thereof &c —

Exn issued Novr 21. 1797

same vs Mr Intire May 306. 1797

Jonathan Dwight Esquire and James Scott Dwight Merchant both of Springfield in said County Plaintiffs v William Mr Intire of West Springfield in said County Yeoman Defendt. in a plea of the Case for that the said William at Northampton aforesaid on the twenty fifth day of November in the year of our Lord seventeen hundred and ninety three by his promissory Note under his hand of that date for Value received promised the Pltffs by the Name of Jonathan Dwight and Co to pay them or their order Eleven pounds fourteen shillings and eight pence which the pltffs aver is equal to thirty nine dollars and eleven Cents. lawful money on demand with the lawful Interest for the same untill paid — Yet the said William tho' often thereto requested hath never paid the plaintiffs the same or any part thereof but unjustly ought to do it to the damage of the said Jonathan and James the Sum of Sixty dollars —

This Case was entered at the last May term of this Court and continued from term to term unto this term — and now the Plaintiffs by their Atty. Jon. Dwight Junr. Gent. appear and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jonathan and James recover against the said William the Sum of Forty eight dollars and thirty nine Cents damages and Costs of Suit taxed at $13-70 and thereof &c —

Exn issued Novr 21. 1797. —

Dwight Esq vs Warner May 307 1797.

Dunbar
vs
Harwood
May 324. 1797.

Joseph Dunbar of Palmer of the County of Hampshire Yeoman Plaintiff
vs. Amherst Harwood of Windsor in the County of Berkshire Gentleman
defendant in a plea of the Case for that the said Amherst at Windsor aforesaid
to wit at Northampton aforesaid on the nineteenth day of April in the
year of our Lord one thousand seven hundred and ninety six by his prom-
issory Note in writing of that date by him subscribed then and therefor Value
received promised the said Joseph to pay him or his order the Sum of Eighty dol-
lars to be paid within ten Months from the date with Interest till paid
Yet the said Amherst although often requested has never paid the same or
any part thereof but unjustly neglects and refuses so to do — to the dam-
age of the said Joseph One hundred and fifty dollars. —
This Case was entered at the last May term of this Court and continued
from term to term to this term — and now the Plaintiff by J. Lathrop
Esq. his Attorney appears and the defendant tho three times publicly
called to come into Court makes default of his Appearance here Wherefore
it is considered by the Court that the said Joseph recover against the said
Amherst the Sum of Eighty Seven dollars and thirty Cents damages and
Costs of Suit taxed at $ 13.90 and thereof &c —
Whereupon the said Amherst by Jonathan Woodbridge Esq. his Attorney
comes into Court and appeals from the Judgment of this Court to the Su-
preme Judicial Court to be holden at Northampton within and for the
County of Hampshire and recognizes with Sureties to prosecute the same
appeal with effect

Welles
vs
Stewart
May 364. 1797

David Weller of Blanford in the County of Hampshire Yeoman Plff
vs. Andrew Stewart of Rochester in the same County Yeoman Defendt
in a plea of trespass on the Case &c as by the Plaintiffs Writ & declaration
at large on file. This Case was commenced at the last May Term of
this Court and continued from term to term to this term — and the par-
ties tho three times publicly called to come into Court make default
of their appearance and this Case is dismissed

Tisdale
vs
Dean
May 366. 1797.

James Tisdale of Boston in the County of Suffolk Merchant Plaintiff
vs Lot Dean of Ware in the County of Hampshire Trader Defendt in a plea
of the Case for that the said Lot at Boston to wit at Northampton aforesaid on
the twenty seventh day of January last past by his Note under his hand of
that date by him subscribed for Value received promised the said Tisdale
to pay him or his order the Sum of four hundred and ten dollars and twenty
five Cents on demand with Interest — Yet said Lot though often requested
has never paid the same but neglects it to the damage of the said James
Tisdale five hundred Dollars —
This Case was entered in this Court at the last May Term thereof and continued
from term to term to this present term — And now the plaintiff by Abner
Morgan Esq his Attorney appears and the Defendant tho three times public-
ly called to come into Court makes default of his appearance here Wherefore it
is considered by the Court that the said James Tisdale do recover against
the said Lot Deane the Sum of four hundred & fifty five dollars and
thirteen Cents damages and Costs of Suit taxed at $ 21.77 and
thereof &c.

Exd issued Novr 22 1797.

Joseph S. Bailey of Chesterfield in the County of Hampshire trader Plaintiff v. Ethan Stone of Lenox in the County of Berkshire Attorney at Law Deft. in a plea of trespass on the Case for that the said Ethan at said Chesterfield on the day of the day of the purchase of this Writ was justly indebted to the Plaintiff in the Sum of Forty dollars for divers goods Wares & Merchandises there before that time sold and delivered at the special instance & request of the said Ethan and being so indebted the said Ethan in consideration thereof assumed on himself assumed on himself and to the Plaintiff then and there faithfully promised to pay him the same Sum on demand — Also for that the said Ethan at said Chesterfield on the day of the purchase of this Writ was justly indebted to the Plaintiff in another Sum of forty dollars for the like Sum of Money there before that time had and received by the said Ethan to the Use of the Plaintiff and being so indebted in consideration thereof the said Ethan assumed on himself and to the Pltff. there and there faithfully promised to pay him the last mentioned Sum on demand. Yet the said Ethan the often requested hath never performed either of his promises aforesaid but unjustly neglects them to the damage of the said Joseph Seventy dollars — — — —

Bailey vs Stone May 3rd 1797.

This Case was entered at the last May Term of this Court and continued from term to term to this term and now at this term the Plaintiff by Benj. Parsons Esq. his Attorney appears — And the said Ethan by John Phelps his Attorney comes and defends &c and for plea says he never promised in Manner and form as the Plaintiff in his declaration against him has alledged and thereof puts himself on the Country —

And the said Joseph Bailey by his said Attorney, reserving liberty to waive this demurrer and join the issue tendered and consenting that one trial on his part shall be final, says that the plea of the said Ethan by him above pleaded and the matters therein contained are an insufficient answer to his declaration wherefore for Want of a sufficient plea the said Joseph prays Judgment &c — by B. Parsons —

And the said Ethan consenting to said reservations says his plea is sufficient — by J. Phelps — All which being fully seen and understood by the Court it appears to the Court that the plea of the said Ethan by him as above pleaded is a full and sufficient answer to the declaration of the said Joseph — and that the said Joseph by his plea aforesaid ought to recover nothing Wherefore it is considered by the Court that the said Joseph by his plea aforesaid do recover Nothing but that for his groundless claim he be in mercy — and it is further considered by the Court that the said Ethan recover against the said Joseph his Costs taxed at $

Whereupon the said Joseph S. Bailey by his Attorney appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties to prosecute the same appeal with effect —

Peter Ludlow of the City County and State of New York, Merchant Pltff. v. William Marten of Cummington in the County of Hampshire Yeoman Defendant in a plea of trespass on the Case for that the said William at said Cummington on the thirty first day of October last past by his note in writing under his hand of that date for Value received promised one Joseph Colton —

Ludlow vs Marten May 3rd 1797.

to pay him or his order Eighty five dollars and fifty Cents on demand with Interest - and afterward the same day at said Cummington the said Joseph by his indorsement on the back of said note by him subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the Pltff for Value received of which the said William there afterwards the same day had notice and thereby became liable and chargeable to pay the Contents of said Note to the plaintiff according to the tenor of said Note and being so chargeable and liable then and there undertook and to the Plaintiff promised to pay him the Contents of said Note according to the tenor of the same yet the said William the often requested hath never paid the same but against by neglects it - To the damage of the said Peter Ninety Dollars —

This Case was entered in this Court at May term last past and continued from term to term to this term - and now at this term the Plaintiff by Benjamin Parsons Gent his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Peter Ludlow recover against the said William Martin Eighty eight dollars and Twenty two Cents damages and Costs of Suit taxed at $13.. 9 and thereof &c —

Exn issued Novr. 25. 1797 —

Stephenson v. Hamilton May 4th. 1797.

John Stephenson Junr. and James Hamilton of Chesterfield in the County of Hampshire Parties in a rule of reference duly entered into and acknowledged agreable to the Statute in such cases made & provided - as by the rule at large on file. This Case was entered in this Court at the last May Term. at which term the Parties aforesaid appeared - and the Referees mutually chosen to wit Benjamin Bates. Jonathan Pierce and Thompson Maxwell Send here into Court their Award as follows - that the said John Stephenson Junr. recover against the said James Hamilton the Sum of forty dollars damages and Costs of this reference taxed at four dollars and forty one Cents and Costs of the Court to be taxed by the Court - Which award being read here in Court and objected to - it is ordered by the Court that the same be recommitted to the same referees — after which this Case was continued to the next term and from thence to this present Term - and now the Parties appear and the referees aforesaid send here into Court their Award as follows - to wit. We the Subscribers before mentioned having received the above order of the Court. and having notified the Parties - and considered their several plea proofs and Allegations do award and determine as formerly that the said John Stephenson Junr. recover against the said Hamilton the said Sum of Forty dollars damages and the Costs of said first reference taxed at four dollars and forty one Cents — And we further award that the said John recover against the said James Costs of this last reference taxed at Six dollars and fifty Cents - Costs of Court to be taxed by the Court. — Which Award being read and considered by the Court the same is accepted by the Court — And it is thereupon considered by the Court the said John Stevenson Junr. recover against the said James Hamilton the Sum of Forty dollars damages and Costs of Suit taxed at $22.. 82 — and thereof &c —

Exn issued Novr. 25. 1797 —

John Barrett of Northfield in the County of Hampshire Attorney Pltff. v. Solomon Wells of Northfield aforesaid Horsewright Defendant, in a plea of the case for that the said Wells at said Northfield on the sixteenth day of January last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order thirty five dollars and fifty Cents and the Interest on demand - Yet the said Wells the requested the same Sum and the Interest has not paid but neglects it - to the damage of the said John Barrett Sixty dollars -

Barrett vs Wells. May. 419. 1797.

This Case was entered in this Court at the term thereof in May last past and continued from term to term to this term and now the plaintiff appears and the defendant though three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said John Barrett recover against the said Solomon Wells the Sum of Thirty seven dollars and twenty seven Cents damages and Costs of Suit taxed at $13-21 - and thereof &c -

After all which the said Solomon Wells by Sol Wore Gord. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last tuesday of April next & recognizes with Sureties for his prosecuting the same appeal with effect

Gilbert Miller of Warwick in the County of Hampshire Husbandman Plaintiff v. Oliver Chapin and Oliver Estey of Orange in said County Traders and Copartners Defendants, in a plea of the Case &c as by the Plaintiffs Writ and declaration on file - This Case was entered at the last May term of this Court and continued from term to term to this term - And now at this term neither of the Parties appear and this Case is dismissed.

Miller vs Chapin & Estey May. 422. 1797.

Mason Johnson of Warwick in the County of Hampshire Horsewright Plaintiff v. Asa Hemenway of Warwick in the County aforesaid Trader defendant in a plea of the Case for that the said Asa at said Warwick on the twentieth day of January last past by his Note under his hand of that date for Value received promised the Pltff to pay him or his order Eighteen pounds equal to Sixty dollars L.T. to be paid in goods out of his Store at his Cash price with Interest when demanded - and the Plaintiff in fact says that he was always ready to receive said Goods - Yet the said Asa altho requested on the same twenty third day of January and on the day of the purchase of this Writ and on divers days between said days last aforesaid - the same Goods has not delivered or the same Sum and Interest in money paid but neglects to do either. To the damage of the said Johnson the Sum of Sixty dollars - This Case was entered at the last May term of of this Court and continued from term to term to this present term. & now the plaintiff by John Barrett Gent. his Attorney appears and the said Asa Hemenway by Joseph Proctor his Attorney comes and defends &c when and where &c and reserving to himself Liberty of pleading anew on the trial of the Supreme Court on appeal now pleads and says he is not guilty in manner and form as the plaintiff has alledged against him and thereof puts himself on the Country - -

Johnson vs Hemenway May. 423. 1797

And the said Johnson says the said Hemenways plea above pleaded is bad

and insufficient in Law and that he is not bound to answer it / consenting to the observation aforesaid / which he is ready to verify and thereof prays Judgment and for his Costs — by his Atty. John Barrett. — — —
And the said Asa says his plea aforesaid is good which he is ready to verify & thereof prays Judgment — All which being fully seen and understood by the Court it appears to the Court that the plea of the said Asa by him above pleaded is an insufficient answer to the Plaintiffs declaration — and that by his plea aforesaid he ought to recive nothing — Wherefore it is considered by the Court that the said Mason recover against the said Asa the sum of thirty nine dollars and fifty Cents damages and Costs of Suit taxed at $ 18-67 and thereof &c — — — — —
Whereupon the said Asa by his Attorney aforesaid appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect —

Leonard vs Lazell — May 4th. 1797

Josiah Leonard of Whitehborough in our County of Plymouth Yeoman Plaintiff vs. Calvin Lazell of Ashfield in the County of Hampshire Husbandman Deft. in a plea of the Case as by the Writ and declaration on file — This Case was entered at the last May term of this Court and continued from term to term to this term — and now neither of the Parties appear & this Case is by consent of the Attorneys ordered by the Court to be dismissed.

Barber vs Mattoon — May 4th. 1797

David Barber of Northfield in the County of Hampshire Trader Pltff vs Samuel Mattoon of Northfield aforesaid Physician Defendt. in a plea of the case for that the said Samuel at said Northfield on the twenty sixth day of December in the year of our Lord seventeen hundred & ninety four by his Note under his hand of that date for Value recived promised the plaintiff to pay him or order six shillings and seven pence half penny lawful money and the Interest on demand equal to one dollar & Eleven Cents — Also for that the said Samuel there afterwards on the fourth day of May in the Year of our Lord seventeen hundred and ninety five by his Note under his hand of that date for Value recived promised the Plaintiff to pay him or order nineteen pounds three shillings and ten pence at or before the first day of April in the year of our Lord seventeen hundred and ninety seven with Interest — which time has elapsed and the plaintiff in fact says the same Sum is equal to Sixty three dollars and ninety Seven Cents. — And also for that the said Samuel there afterwards on the twenty third day of January last past by his other Note under his hand of that date for Value recived promised the plaintiff to pay him or order twenty five pounds twelve shillings and eleven pence half penny on demand with the Interest — equal to Eighty five dollars and fifty Cents — Yet the said Samuel tho requested the same sums & neither of them & the Interest has not paid but neglects it — to the damage of the said Barber three hundred Dollars —
This Case was entered at the last May Term of this Court and continued from term to term to this Term and now the Plaintiff by John Barrett Esqr. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said David recover against the said Samuel the Sum of One hundred sixty four dollars Seventy three Cents damages & Costs of Suit taxed at $ 16.21 & thereof &c

E. Ex. issued Nov 24. 1797.

Jesse Scott of Winchester in the County of Grafton and State of New Hampshire Husbandman Plaintiff v. Mason Johnson of Warwick in the County of Hampshire Housewright defendant in a plea of the Case for that the said Mason at said Warwick on the fifteenth day of October in the year of our Lord one thousand seven hundred & ninety five by his Note under his hand of that date for Value recived promised the said Jesse to pay him or his order twenty four dollars with Interest by the first day of January then next – Yet the said Mason tho requested thereto hath never paid the same Sum and Interest but neglects it to the damage of the said Jesse forty dollars – — This Case was entered at the last May term of this Court and continued from term to term to this term — and now at this term the plaintiff by John Barrett Gent. his Attorney appears and the defendant tho' three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Jesse recover against the said Mason the Sum of Sixteen dollars and nine Cents damages and Costs of Suit taxed at $17.20 and thereof &c. —

Scott vs Johnson May. 430. 1797.

After all which the said Mason by Solomon Vose Gentleman his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next — and recognizes with Sureties for his prosecuting the same appeal with effect.

Jabez Whiting of Northfield in the County of Hampshire Tanner Plaintiff v. Lyman Barnes of Warwick in said County Housewright Defendant in a plea of the Case for that the said Barnes at said Northfield on the twenty second day of December in the Year of our Lord seventeen hundred & ninety six by his Note under his hand of that date for Value recived promised the plaintiff to pay him or order Sixteen dollars and Sixty Seven Cents on demand with Interest – Yet the said Barnes tho requested the same Sum and the Interest has not paid but neglects it to the damage of the said Jabez the Sum of Thirty dollars – — This Case was entered at the last May term of this Court and continued from term to term to this term – and now at this term the Plaintiff by John Barrett Gent. his Attorney appears and the defendant tho' three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Jabez recover against the said Lyman the Sum of five dollars and forty three Cents damages and Costs of Suit taxed at $1.36 – and thereof &c.

Whiting vs Barnes – May 434. 1797.

Ex.d signed Nov. 24. 1797. —

Jabez Whiting of Northfield in the County of Hampshire Tanner Plff. v. Daniel Cooke of Warwick in said County Cordwainer Defendant in a plea of the Case for that the said Cooke at Northfield aforesaid on the thirtieth day of May in the Year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value recived promised the Plaintiff to pay him or order thirty pounds two shillings and ten pence lawful money equal to One hundred dollars and forty seven Cents & one half Cent by the first day of April next with the Interest – which time has elapsed – Yet the said Cooke tho' requested the same Sum and the Interest has not paid but neglects it – to the damage of the s.d Jabez as he saith the Sum of One hundred and fifty dollars —

same vs Cooke May 436. 1797.

This Case was entered at the last May term of this Court and continued from term to term to this Term and now the Plaintiff by John Barrett Gent. his Attorney appears and the defendant tho' three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jabez recover against the said Daniel the sum of One hundred and nine dollars and twenty five Cents damages and Costs of Suit taxed at $ 16 v 49 and thereof &c — — — — — — —
After all which the said Daniel by Solomon Vose Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for said County on last Tuesday of April next and recognizes with Surties for his prosecuting the same Appeal with effect. — — — —

Smith vs Bowker May. 437. 1797.

Moses Smith of Warwick in the County of Hampshire Yeoman Pltff. v Jonathan Bowker of Northfield in the County aforesaid Husbandman Defendant in a plea of the Case &c as by the Writ and declaration on file. This Case was entered at the last May term of this Court and continued from term to term to this term — and now at this term neither of the parties appear and this Case is dismissed —

Grout vs Hunt & ag^t — May 450. 1797.

Jonathan Grout of Belchertown in the County of Hampshire Gentleman Plaintiff v. Elijah Hunt late of Granby in said County Gentleman defendant in a plea of the Case for that the said Hunt at Northampton aforesaid on the day of the purchase of the Plaintiffs Writ was justly indebted to the said Grout in the Sum of Ten dollars and forty five Cents as well for fees, work & Labour Art, Care and Industry of the said Grout in and about prosecuting divers Suits and Causes in Law before the Justices of the Court of Common pleas holden at Northampton within and for said County of Hampshire and before Henry Dwight Esquire one of the Justices of the peace within and for said County at his dwelling house in Belchertown in said County by the said Grout and at the special instance and request of the said Hunt before that time prosecuted as for divers Journeys by the said Grout at the instance of the said Hunt in and about his business rode and performed and for divers Sums of the proper money of the said Grout for the said Hunt in and about the prosecuting the said Suits and Causes of the aforesd Hunt in and about his affairs and business — and being so indebted he the said Hunt then and there in consideration thereof afterwards to wit on the same day year and place aforesaid promised the Plaintiff to pay him the said Sum of Ten dollars and forty five Cents on demand — And whereas also the said Hunt afterwards to wit on the same day, year, and place aforesaid in Consideration that the said Grout at the special instance and request of the said Hunt had before that time prosecuted divers other Suits & Causes in the Law, and had made and performed divers other Journeys for the said Hunt in and about his affairs and business and also had paid laid out and expended divers other Sums of the proper money of the said Grout in and about the prosecuting the said Suits & Causes last mentioned by the said Hunt then and there promised the Plaintiff to pay him so much Money as he the said Grout as well for his fees Work and Labour Care and ~~prosperity~~ Industry in and about prosecuting the said Suits and Causes last mentioned as for the riding and performing

the Journeys last mentioned reasonably deserved to have and also all such Sums of Money as he the said Grant had laid out paid and expended in and about the said Suits and Causes last mentioned — and the said Grant avers that for his fair Work and Labour, art Care and Industry in and about prosecuting the Suits and Causes last mentioned reasonably deserved to have from the said Plant one other Sum of Ten dollars and forty five Cents and also for riding and performing the Journeys last mentioned he the said Grant reasonably to have from the said Plant another Sum of ten dollars and forty five Cents and also the further and other Sum of ten dollars and forty five Cents by the said Grant laid out and expended in and about the prosecuting the Suits and Causes last mentioned — of all which the said Plant then and there had Notice from the said Grant — Yet the said Plant the often requested hath never performed any of his promises aforesaid nor paid to the said Grant any of the Sums aforesaid except five dollars and seven Cents the residue whereof the said Plant neglects and refuses to pay and hath concealed his goods effects and Credits so that they cannot be attached by the ordinary process of Law whereby the said Grant hath lost the Interest of his money for a long time to the damage of the said Grant Twenty dollars — and whereas the said Grant saith that the said Plant has not in his possession Goods and Estate to the Value of Twenty dollars aforesaid which can be come at to be attached but entrusted and deposited in the hands and possession of Israel Robinson trustee of the said Plant goods effects and Credits to the said Value — We Command you therefore &c —

This Case was entered at the last May Term of this Court — The Plaintiff appeared, and the said Israel Robinson trustee as aforesaid came into Court and being sworn in Court says "that at the time of the Service of the summons the said Plant held a note against him securing the payment of ten pounds equal to thirty three dollars and thirty three Cents — which Sum was payable to said Plant in Dab. Coal — and there were two indorsements on the same Note amounting to two pounds five shillings and eleven pence equal to Seven dollars and forty nine Cents" — after which the Case was continued from term to term to this term — And now the plaintiff appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan recover against the said Elijah and Agent the Sum of five dollars and forty two Cents Damages and Costs of Suit taxed at $14.69. and thereof &c — —

Gleason & others
vs
Clapp & Son
May 4th 1797

Chauncey Gleason of the City and County of Hartford in the State of Connecticut and Elijah Cowles, Jonathan Cowles, Seth Cowles, Gad Cowles and Martin Cowles all of Barrington in the County of Hartford aforesaid Joint dealers in trade Plaintiffs vs. Aaron Clapp and Aaron Clapp Junr. both late of the district of East hampton in the County of Hampshire Joint dealers in trade — defendants in a plea of trespass on the case for that the said Aaron Clapp and and Aaron Clapp Junr. under the firm of Aaron Clapp and Son at the City of Hartford to wit at Northampton aforesaid on the fourteenth day of November in the Year of our Lord one thousand seven hundred and ninety six by their Note in writing under their hand of that date for Value received promised the Plaintiffs to pay them or order twelve hundred and twenty one dollars & seventy nine Cents on demand with Interest till paid — Yet the said Aaron Clapp and Aaron Clapp Junr. though often thereto requested have now

have never paid the Contents of said Note or any part thereof to the sd Glasson & Cowles or either of them but unjustly neglect it to the damage of the sd Chauncy Elijah Jonathan Seth Gad and Martin fifteen hundred dollars ——
This Case was entered in this Court at the last May term and continued from term to term to this term and now the Plaintiffs by John Taylor Gent. their Attorney appear and the defendants though three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Chauncey — Elijah, Jonathan, Seth, Gad and Martin recover against the said Aaron Clap and Aaron Clap Junr. the Sum of Twelve hundred and ninety five dollars and nine Cents damages and Costs of Suit taxed at $ 15 — 56 and thereof &c

Exd. signed Decr. 1. 1797 ——

Ballard vs Bordwell May 25th. 1797.

Joseph Ballard of Buckland in the County of Hampshire Yeoman Pltff. Chester Bordwell of Shelburne in the County aforesaid Yeoman Defendant in a plea of the Case for that the said Chester at Shelburne aforesaid on the fifteenth day of October in the Year of our Lord seventeen hundred and ninety five by his note under his hand of that date for Value received promised the Plaintiff to pay him the Sum of fifty one dollars eighty three Cents to be paid by the first day of October ~~last~~ next with Interest — and the time of Payment has elapsed. Yet the said Chester tho' often thereto requested hath not paid the Contents of said Note and Interest but neglect it — to the damage of the said Joseph Forty dollars —
This Case was ~~entered~~ in this Court at the last May term thereof and continued from term to term to this term — and now the Plaintiff by Elijah Paine Gent. his Attorney appears and the defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Chester the Sum of fifty five dollars, thirteen Cents damages and Costs of Suit taxed at $17-81 and thereof &c —

Exd. signed Novr. 25th. 1797.

Champion vs Norton &c. May 25th. 1797.

Henry Champion the second of Colchester in the County of New London and State of Connecticut Gentleman Plaintiff vs Selah Norton and Thomas Stocking both of Ashfield in the County of Hampshire Gentlemen defendants in a plea of the Case for that the said Selah and Thomas at Ashfield aforesaid on the eleventh day of February last past by their Note under their hands of that date for Value received promised the plaintiff to pay him or order One hundred and sixty three pounds and six shillings and six pence lawful Money on demand and the Interest till paid — which said Sum is equal in Value to five hundred and forty four dollars and forty two Cents — Yet the said ~~Joseph~~ Selah and Thomas tho' often requested the same Sum and Interest have not paid but neglect it — To the damage of the said Henry as he saith Eight hundred dollars ——
This Case was entered in this Court at the last May term and continued from Term to Term unto this term — and now the plaintiff by Elijah Paine Gent. his Attorney appears — and the defendants tho' three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Henry recover against the said Selah and Thomas the Sum of five hundred & Sixty Eight dollars and ninety Cents damages & Costs of Suit taxed at $ 22.12 and thereof &c

Exd. signed Novr. 25. 1797 —

126.
Standish
vs
Babbitt —
May 462 / 1797

Daniel Standish of Rowe in the County of Hampshire Husbandman v. Isaac Babbitt of Charlemont in the County aforesaid Clerk Defendt. in a plea of the Case. as by the Plaintiffs Writ and declaration on file This Case was entered at last May Term of this Court. continued to Septbr. Term and from thence to this term — and now at this term neither of the parties the three times severally publickly called. appear — and this Case is ordered to be dismissed ——.

Alexander
vs
Sheldon —
May 474. 1797

Eliphaz Alexander of Northfield in the County of Hampshire Yeoman Plaintiff v. Arad Sheldon of Barnardstown in said County Yeoman defendent in a plea of the Case for that the said Arad at said Northfield on the second day of February last past by his Note under his hand of that date for Value received promised one David Barber to pay him or order thirty four dollars and fifty Cents on demand with Interest till paid — And the said David afterwards to wit on the same day and at the place last mentioned by his indorsement in writing on the same Note with his hand subscribed assigned the said Note to the Plaintiff and by the same indorsement ordered the Contents of said Note wholly due and unpaid to be paid to the plaintiff according to the tenor and effect thereof of which the said Arad afterwards to wit on the same day and Year and Place last mentioned had notice and thereby became chargeable and liable to pay the sum in said Note mentioned according to the tenor and effect of the same and being so chargeable and liable then and there in consideration thereof promised so to do — Yet said Arad the negatived hath not paid said sum but neglects it to the damage of the said Eliphaz Sixty Dollars This Case was commenced at the last May term of this Court and continued from term to term to this term and now the plaintiff by Sdr. Vose Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eliphaz recover against the said Arad the sum of thirty six dollars and fifteen Cents damages and Costs of Suit taxed at $16 41 and thereof &c. ——— after all which the said Arad by John Worcutt Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for said County on the last Tuesday of April next ~~with~~ and recognizes with Sureties for his prosecuting the same appeal with effect ——— ———

same
vs
Strowbridge
May 475. 1797.

Eliphaz Alexander of Northfield in the County of Hampshire Yeoman Plaintiff v. James Strobridge of Northfield aforesaid Yeoman Defendant in a plea of the Case for that the said James at said Northfield on the twenty fifth day of February in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised one David Barber to pay him or order Sixty three dollars & twenty Cents on demand with Interest — And the said David afterwards on the same day and at the place last mentioned by his indorsement in writing on the said Note and subscribed with his hand assigned the said Note to the plaintiff and by the same indorsement ordered the Contents of said Note then wholly due and unpaid to be paid to the plaintiff according to the Tenor and effect of said Note of which the said James afterwards to wit

on the same day and Year and at the Place last mentioned had Notice and thereupon became liable and chargeable to pay the plaintiff mentioned in said Note according to the tenor and effect of the same and being so chargeable then and there in consideration thereof promised so to do — Yet the said James the requested hath never paid said Sum but neglects so to do — To the damage of the said Eliphaz One hundred Dollars — — —

The Plaintiff entered this Case at May Term last past of this Court and the same was continued from term to term to this term — And now the Plaintiff by Solo Vose Gent.r his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Eliphaz recover against the said James the Sum of forty three dollars and five Cents damages and Costs of Suit taxed at $ 16-49 and thereof &c — — —

After all which the said James Ironbridge by John Barrett Gent. his Atty comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. — —

Same
vs
Smith —
May 4th. 1797.

Eliphaz Alexander of Northfield in the County of Hampshire Yeoman Plaintiff vs. Moses Smith of Warwick in said County Yeoman alias Nailer Defendant. in a plea of the Case for that the said Moses at said Northfield on the third day of March in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised one David Barber to pay him or his order Eleven pounds three shillings and ten pence half penny (of the Value of thirty seven dollars and thirty one Cents) on demand with Interest till paid — And the said David afterwards to wit on the same day and at the same place last mentioned by his indorsement in writing made on the said Note subscribed with his hand assigned the said Note to the Plaintiff and by the same indorsement ordered the Contents of said Note to be paid to the plaintiff being then wholly due and unpaid, according to the tenor and effect thereof - of which the said Moses Smith afterwards to wit on the same day and Year and at the place last mentioned had notice and thereupon became liable and chargeable to pay the sum mentioned to the plaintiff according to the tenor and effect of the same - and being so chargeable then and there in consideration thereof promised so to do - Yet the requested said Moses said Sum has not paid but neglects it — To the damage of the Eliphaz the Sum of Eighty dollars — — — — — —

This Case was entered in this Court at the last May Term and continued from term to term to this term - And now the plaintiff by Solomon Vose Gentleman his Attorney appears and the Defendant tho' three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Eliphaz recover against the said Moses the Sum of forty one dollars and ten Cents damages and Costs of Suit taxed at $ 16-21 - and thereof &c — After all which the said Moses by John Barrett Gentleman his Attorney appears and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect — —

Eliphaz Alexander of Northfield in the County of Hampshire Yeoman Plaintiff v. Elisha Burnham of Warwardstown in the County aforesaid Gentleman Defend.: in a plea of the Case for that the said Elisha at said Northfield on the nineteenth day of April last past by his Note under his hand of that date for Value received promised ~~the Plaintiff~~ David Barber to pay him or order fifty dollars and Sixty seven Cents on demand with Interest till paid — and the d. David there afterwards on the same day by his indorsement in writing on d. Note and subscribed with his hand ordered the Contents thereof then due and unpaid to be paid to the Plaintiff according to the tenor and effect thereof — of which the said Elisha there afterwards on the same day had Notice — and thereupon became chargeable to pay the Contents of said Note according to the tenor and effect of the same and being so chargeable then and there in consideration thereof promised the Plaintiff so to do — Yet the said Elisha tho thereto requested has not paid said Sum but neglects & refuses to do it to the damage of the said Eliphaz One hundred dollars —

Same vs Burnham May. 477. 1797.

This Case was entered at the last May Term of this Court and continued from term to term to this Term — and now at this term the Plaintiff by Solo. Vose Gentleman his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eliphaz recover against the said Elisha the Sum of fifty five dollars and forty eight Cents damages and Costs of Suit taxed at $ 16-21 and thereof &c —

Exn issued Nov.r 22d 1797 —

Eliphaz Alexander of Northfield in the County of Hampshire Yeoman Plaintiff v. Oliver Wright of Northfield in said County Yeoman Defend.: in a plea of the Case &c — as by the plaintiffs Writ and declaration on file. This Case was entered in this Court at the last May term thereof — and continued from term to term to this term — and now at this time neither of the parties appear in Court — and this Case is dismissed —

Same vs Wright May. 478. 1797.

Nathaniel Chace of Northfield in the County of Hampshire Yeoman Plaintiff v. Samuel Mattoon Junr. of Northfield in said County Yeoman Defend.: in a Plea of the Case for that the said Samuel at said Northfield on the sixth day of January last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order twenty four dollars in three Months from the date of said Note with Interest till paid — Yet the said Samuel altho said time of payment has elapsed and tho often requested has not paid said sum but neglects to do it — To the damage of the said Nathaniel Forty eight Dollars —

Chace vs Mattoon May. 483. 1797

This Case was entered in this Court at the last May term of the same and continued from term to term to the present Term — and now the Plaintiff by Solomon Vose Gentleman his Attorney appears — and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nathaniel Chace recover against the said Samuel Mattoon Junr. the Sum of twenty five dollars — and twenty three Cents damages and Costs of Suit taxed at $ 16-41 — and thereof he may have his Execution &c.

Exn issued Nov.r 22d 1797.

Billings
vs
Johnson
May 1797/1797.

Barnabas Billing of Northfield in the County of Hampshire Merchant Plaintiff Appellant vs. Mason Johnson of Warwick in the County aforesaid Housewright Appellee from a Judgment of Obadiah Dickinson one of the Justices of the Peace for said County in an Action wherein the said the said Benjamin Billing was the original Plaintiff and the said Mason Johnson was defendant – in a plea of the Case for that the said Mason at said Northfield on the twenty seventh day of December last past drew his order in writing directed to one Solomon Wells directing him to pay the Plaintiff the Sum of Ten dollars and fifty Cents it being for Value received of the plaintiff by the said Mason and the Plaintiff there afterwards on the same day presented said Order to said Wells for acceptance but the said Wells utterly refused to accept the same of which the said Mason had Notice and thereby became liable by Law to pay the Contents of said Order to the plaintiff and then and there in consideration thereof promised the plaintiff to pay him the same accordingly – Yet the requested the said Mason has not paid him but neglects it to the damage of the said Barnabas thirteen dollars and thirteen Cents — — — —

This Case was entered in this Court at the last May Term and continued from term to term to this term – and now the Appellant by his Attorney Solomon Vose Gentleman his Attorney appears and the Appellee tho= three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Barnabas recover against the said Mason the Sum of Ten dollars & fifty Cents damages and Costs of Suit taxed at $ 16-68 & thereof &c.

Ex.n signed Nov.r 22. 1797 —

Arms
vs
Drewry
Sept. 4. 1797.

William Arms of Deerfield in the County of Hampshire Yeoman Plaintiff vs. Rent Drewry late of Charlemont in said County and Cyril Drew late of a place called Lenox in the County of Berkshire and their Agents or trustees defendant – in a plea of the Case &c as by the Pltffs Writ and declaration doth appear on file – this Case was entered at the last Term of this Court and continued to this term – and now neither of the parties appear in Court and this Case is dismissed — —

Bunt & Sexton
vs
Hickox
Sept. 6. 1797

Calvin Bunt of Long Meadow in the County of Hampshire and Samuel Sexton of Deerfield in said County Traders Plaintiffs vs. Benjamin Hickox of Conway in the County aforesaid Yeoman Defendant – in a plea of the Case for that the said Benjamin at said Deerfield on the sixteenth day of August Current by his Note under his hand of that date for Value received promised the said Samuel & Calvin by the Name of Calvin Bunt and Co. to pay them or their order the sum of fifty five dollars and twenty eight Cents on demand with the lawful Interest for the same until paid – Yet the said Benjamin though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Calvin and Samuel the Sum of Seventy dollars — —

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiffs by their Attorney appear and the Defendant although three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Calvin Bunt and Samuel Sexton recover against the said Benjamin Hickox the Sum of Fifty Six dollars and twelve Cents — Damages and Costs of Suit taxed at $ 11-19 and thereof they may have their Execution —

Ex.n signed Nov.r 29. 1797. —

Jonas Locke of Deerfield in the County of Hampshire Gentleman Plaintiff v. William Pierpont of Shutesbury in said County Yeoman Defendant in a plea of Trespass on the Case, wherein the said Jonas complains that the said William at said Shutesbury on the last day of April in the year of our Lord one thousand seven hundred and ninety six and on divers days & times between the last day of April and the first day of July current the said Jonas Locke close in Shutesbury aforesaid bounded North of Land of Amasa Morse West on Leverett Line, South on Land originally laid out to Jonathan Bigood and East partly on ~~Land~~ the Gentlemens Shew line so called and partly on Land of one Benjamin Reed Jun.r with force and Arms broke and entered and Sixty Trees all standing and being within the same Close of the Value of Sixty dollars with force & Arms did cut carry off and carry away contrary to Law against our peace and to the damage of the said Jonas the Sum of Sixty dollars — This Case was entered at the last term of this Court - at which term the Plaintiff by his Attorney appeared and the defendant at the three times publickly called to come into Court make default of his appearance here ~~[illegible]~~ After which this Case was continued to this term for Judgment — Whereupon it is considered by the Court that the said Jonas recover against the said William the Sum of Damages and Costs of Suit taxed at $ and thereof &c. —

Locke vs Pierpont Sept. (7) 1797.

Samuel Lucas of Greenfield in the County of Hampshire Yeoman Plaintiff v. William Coleman Gent. and Elid Gilbert Gent.n both of Greenfield aforesaid Defend.ts — in a plea of the Case - as by the Writ and Declaration on file — This Case was entered at the last term of this Court and continued to this term - and now neither of the Parties appear and this Case is dismissed —

Lucas vs Coleman & al. Sept. (8) 1797

Joseph Stebbins of Deerfield in the County of Hampshire Gent.n Plaintiff v. Obed Taylor of Deerfield aforesaid Yeoman Defendant in a plea of the Case &c as by the Pltff. Writ and declaration on file. This Case was entered at the last term of this Court and continued to this term - and now at this term neither of the parties appear and this Case is dismissed —

Stebbins vs Taylor Sept. (9) 1797

Samuel Hawks of Deerfield in the County of Hampshire Yeoman Plaintiff v. Robert Hamilton of Conway in said County Yeoman defendant in a Plea of the Case &c as by the Writ and declaration on file. This Case was entered at the last term of this Court & continued to this Term and now neither of the Parties appear & this Case is dismissed

Hawks vs Hamilton Sept. (12) 1797.

Ezra Barnard of Deerfield in the County of Hampshire Innholder, Plaintiff v. Asa Spaulding of Worthington in the County aforesaid Yeoman in a plea of the Case for that the said Asa at said Deerfield on the first day of October last by his Note under his hand for Value received promised the said Ezra to pay him or his order the Sum of thirty pounds (equal to One hundred dollars) within

Barnard vs Spaulding Sept. (15) 1797

seven

seven Months from the date of the same Note with lawful Interest for the same untill paid — and the said Erastus saith the same Note has never been transferred — Yet said Asa though often requested hath never performed his said promise but neglect it to the damage of the said Erastus the Sum of One hundred and thirty dollars. —
This Case was entered at the last term of this Court and continued to this term and Now the Plaintiff by his Attorney appears and the Defendant the three times publickly called to come into Court makes default of his Appearance here — Wherefore it is considered by the Court that the said Erastus recover against the said Asa the Sum of ~~One~~ hundred & Six dollars and Seventy five Cents damages and Costs of Suit taxed at $11-90 and thereof &c.

Exd issued Nov 20. 1797. —

Stubbins vs Wales & al. Sept. 21. 1797.

Gad Stubbins of Norwich in the County of Hampshire Physician ~~Plaintiff~~ v Henry Wales of Chester in our County of Hampshire Yeoman and James Wales of Norwich in the County aforesaid Gent. Defendants in a plea of trespass on the Case for that the said Henry and James at Norwich aforesaid on the eleventh day of April in the Year of our Lord One thousand seven hundred and Ninety Six by their Note in writing under their hands of that date for Value received promised the Plaintiff jointly and severally to pay him one hundred and fifty dollars by the first day of May next Ensuing in the Year of our Lord one thousand seven hundred and ninety seven with Interest till paid — And the Plaintiff avers the first day of May has long since elapsed. — Yet the said Henry and James although often requested have never either of them paid the Contents of said Note but unjustly neglect it — To the damage of the said Gad two hundred dollars. —
This Case was entered at the last term of this Court & continued to this term — and now the plaintiff by John Ingersoll Gent. his Atty. appears — and the Defendants by Joseph Lyman Gent. their Atty. come into Court and defend the force and Injury when &c and for plea say they never promised in manner and form as the Plaintiff in his declaration against them has alledged and thereof put themselves on the Country p Jos Lyman — And the Plf. likewise pr Jno Ingersoll — Whereupon a Jury duly sitting at this term and impanelled and being Sworn to try the Issue — do on their oaths find that the Defendts never promised in manner and form as set forth in the declaration Therefore it is considered by the Court the defendants recover against the Plaintiff their Costs taxed at $

Foort vs Mitchel Sept. 30. 1797

John Foort of Blanford in the County of Hampshire Yeoman Plff. v Zenos Mitchel late of Russell in said County Labourer otherwise called Zenos Mitchell of a place called Whitestown in the State of New York Labourer Defendant in a plea that the said Zenos render to the said John the Sum of ten dollars and Sixty Seven Cents which to him he owes and from him unjustly detains for this for that whereas the said John at said Blanford on the eighth day of March in the Year of our Lord One thousand seven hundred and ninety by the consideration of Edward Walker Esq. then and long afterwards one of the Justices of the peace for

within and for the County of Hampshire recovered Judgment against the said Zenos for the Sum of two pounds eight shillings and six pence, equal to eight dollars and eight Cents damages and the Sum of thirteen shillings equal to two dollars and seventeen Cents for Charges of Suit whereof the said Zenos is convict as by the record remaining before the said Justice, a Copy whereof in Court to be produced more fully appears - which said Judgment still remaining in full force, unreversed, disannulled, not set aside, or any way paid or satisfied - and the said John afterwards to wit on the twenty fifth day of March aforesaid sued out a Writ of Execution on the same Judgment for levying and collecting the several Sums aforesaid together with one shilling & four pence more for the same Writ - Yet the same hath long since been returned wholly unsatisfied - and the said John hath never obtained any of the said Execution on the same Judgment by reason whereof Action hath accrued to the said John to demand and have of the said Zenos the said Ten dollars and Sixty seven Cents above demanded - Yet the said Zenos though requested hath not paid the Contents of said Judgment but unjustly neglects and refuses to do it. —— To the damage of the said John who saith the Sum of Forty dollars ——

This Case was entered at the last Term of this Court and continued to this Term and now at this term the Pltff by — Ashman his Attorney appears - And the Defendant although three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said John recover against the said Zenos the Sum of fifteen dollars and seventy five Cents and costs of Suit taxed at $ 11-31 and thereof &c.

After all which the said Zenos by John Ingersoll Esq. his Attorney appears here in Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect ——

Shepherd &c. vs Hill Sept. 35/1797

Noah Shepherd and Russell Atwater both of Blanford in the County of Hampshire Traders and Joint dealers in Merchandize Pltffs v. Oliver Hill of said Blanford Yeoman Defendant, in a plea of trespass on the Case for that whereas the said Oliver at Blanford aforesaid on the fifth day of August Current by his promissory Note of hand of that date for Value received promised the said Plaintiffs by the Name and Description of Noah Shepherd and Co. to pay them on demand fourteen dollars and four Cents with Interest till paid - Yet the said Oliver the often requested has not performed his said promise but neglects and refuses to do it — to the damage of the said Noah and Russell as they say the sum of forty dollars - This Case was entered at the last term of this Court and continued to this term - and now the Plaintiffs by Eli P. Ashman their Attorney appears and the defendant though three times publickly called to come into Court makes default of their appearance here Wherefore it is considered by the Court that the said Noah and Russell recover against the said Oliver the Sum fourteen dollars and thirty one Cents damages and Costs of Suit taxed at $ 11-47 and thereof &c —

Exn issued Decr 6. 1797 ——

Allwater
vs
Hills
Sept. 36. 1797

Rufus Allwater of Blanford in the County of Hampshire Gent. Plaintiff vs Oliver Hills of said Blanford Yeoman Defendant in a plea of trespass on the Case for that whereas the said Oliver at said Blanford on the twenty ninth day of June in the Year of our Lord Twenty=en hundred and Ninety six by his promissory Note of hand of that date for Value received promised the said Rufus to pay him forty dollars on demand with Interest Yet the said Oliver though often requested has not performed his said promise but unjustly neglects it — to the damage of the said Rufus Allwater Sixty dollars ——
This Case was entered at the last term of this Court and continued to this term and now at this term the Plaintiff by Eli P. Ashman Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Rufus recover against the said Oliver forty one dollars and forty Cents damages and Costs of Suit taxed at $11-47 and thereof &c —

Exn issued Decr. 6. 1797. ——

Adams & al.
vs
Case
Sept. 42. 1797

Ebenezer Adams and Silas of London in the County of Berkshire Traders and Joint dealers in Merchandize Plaintiffs vs Joel Chase of Blanford in the County of Hampshire Yeoman defendant in a plea of trespass on the Case for that whereas the said Joel at said Blanford on the third day of November last past by his promissory Note of hand of that date for Value recieved promised the Plaintiffs by the Name and description of Adams and Silas to pay them thirty dollars and fifty Cents on demand with Interest Yet the said Joel though often thereto requested has not paid the same nor performed his said promise but unjustly neglects it to the damage of the said Ebenezer and Samuel as they say the Sum of Sixty dollars ——
This Case was entered at the last term of this Court and continued to this Term — And now the Plaintiff by Eli P. Ashman Gent. his Atty appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer and Samuel recover against the said Joel the Sum of fourteen dollars and thirty four Cents damages and Costs of Suit taxed at $12-47 and thereof &c ——

Exn issued Decr. 6. 1797 ——

Noble
vs
King
Sept. 44. 1797.

Solomon Noble of Blanford in the County of Hampshire Blacksmith Plaintiff vs Robert King of Blanford aforesaid Physician in a plea of Trespass on the Case for that &c as by the Pltffs Writ & declaration at large on file — This Case was entered at the last term of this Court and continued to this term — and now neither of the parties tho' three times publickly called to come into Court appear and this Case is dismissed ——

Pepoon & al
v
Brown
Sept. 26. 1797.

Silas Pepoon Gentleman and Silas Whitney Gentleman both of Stockbridge in the County of Berkshire Administrators of all and singular the goods effects rights and credits which were of Isaac Marsh late of Tyringham in the same County deceased intestate Pltff v. Andrew Brown of Granville in the County of Hampshire Yeoman Defendant in a plea that the said Andrew render to the said Silas and Silas in their said Capacity sixty seven dollars which from them he unjustly detains — for that whereas since the first day of December in the year of our Lord seventeen hundred and eighty two to wit on the eighteenth day of October seventeen hundred and eighty five at Stockbridge to wit at said Northampton the said Andrew according to the form of the statute in such cases made and provided before Jahleel Woodbridge Esq. then and long afterwards a Justice of the peace within and for the said County of Berkshire acknowledged that he owed to the said Isaac then alive (by the Name and description of Isaac Marsh of Stockbridge) the sum of Twenty pounds three shillings and eight pence of the lawful Money of the Massachusetts equal to sixty seven dollars and twenty eight Cents) to be paid to the said Isaac on the nineteenth day of October aforesaid as by the original recognizance of the said Andrew sealed with his Seal dated the said eighteenth day of October aforesaid duly certified by the said Justice and ready in Court to be produced in Court is manifest — And although afterwards to wit on the seventh day of January in the year of our Lord seventeen hundred and Ninety six at Stockbridge to wit at Northampton aforesaid, the said Isaac in his Life time, sued out in due form of Law a Writ of Execution, under the hand and Seal of the said Justice for levying and collecting the said sum of twenty pounds three shillings and eight pence, so acknowledged as aforesaid, to be due to the said Isaac the said sum being then and yet wholly due and unpaid, together with one shilling & ten pence more for the same Writ of Execution — Yet the same hath long since been returned wholly unsatisfied nor hath any part of the Contents of the same Execution or recognizance ever been paid nor hath any other Execution ever issued for collecting the same sum aforesaid and by reason of the premises the said Silas and Silas in their said Capacity have a right to demand sue for and recover of the said Andrew the said Contents of the said Writ of Execution — Yet the said Andrew the other requested has never paid the same Contents to the said Isaac in his life time nor to the said Administrators or to either of them since the said Isaac deceased, but to pay the same hitherto hath and still doth unjustly neglect and refuse — To the damage of the said Silas and Silas in their said Capacity the sum of two hundred dollars —

This Case was entered at the last term of this Court and continued to this Term — and now the Plaintiffs by Eli P. Ashman Gentleman his Attorney appears — and the said Andrew by John Phelps Gent. his Attorney comes and defends the force and Injury &c and reserving Liberty to give any matter in evidence under the general Issue the same to avail as if specially pleaded says that he owes nothing in Manner and form as the Pltffs have alledged and thereof puts himself on their Country — and the Pltffs agreeing to said reservation likewise —

Whereupon a Jury duly returned and impanelled at this Term & being sworn to try the Issue, do on their oaths find that the defendant owes nothing in Manner and form as the Plaintiffs have declared — Wherefore it is considered by the Court the defendant recover of the plaintiffs his Cost taxed at fifteen dollars and Eight Cents — Whereupon the Plaintiffs by Eli P. Ashman Esq. their Attorney appeal from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for their prosecuting the same appeal with Effect

Thomas vs Higley Sept. 27. 1797

Salmon Thomas of Norwich in the County of Hampshire Yeoman Plaintiff v. David Higley Junr. of said Norwich Yeoman otherwise called David Higley of Montgomery in said County Yeoman otherwise called David Higley of Chester in said County Yeoman, otherwise called David Higley Junr. of said Chester Yeoman — Defendant in a plea of the Case for that whereas the said David at said Norwich on the first day of June in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing of that date by his proper hand subscribed for Value received promised the said Salmon to pay meaning to deliver him Seventy dollars worth of Neat Cattle, Bulls and Stags accepted by the tenth day of April then next and now past and the said Salmon in fact says that he has always been ready to receive said Cattle according to said Note to wit at said Norwich — Yet the said David though often requested hath not performed his Promise but unjustly neglects and refuses to do it to the damage of the said Salmon the Sum of One hundred dollars —
This Case was entered in this Court at the last Term thereof and continued to this Term and now at this Term the Plaintiff by Eli P. Ashman his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Salmon recover against the said David the Sum of Seventy six dollars and Seventeen Cents damages and Costs of Suit taxed at $ 12-11 and Execution & thereof &c

Exd. Issued Decr. 6. 1797

Hancock vs Burt Sept. (27) 1797

William Hancock of Enfield in the County of Hartford and State of Connecticut Blacksmith Plaintiff v. Walter Burt of Wilbraham in the County of Hampshire Yeoman in a plea of the case for that the said Walter at Enfield to wit at Northampton aforesaid on the eighth day of November last past by his promissory Note under his hand of that date for Value received promised the said William to pay him thirty three dollars within five Months from the date thereof with lawful Interest for the same untill paid — Yet the often requested the said Walter hath never paid the the Plaintiff the same sum or any part thereof but unjustly neglects it — To the damage of the said William as he saith the Sum of forty Dollars — — — — —
The Plaintiff by Eli P. Ashman his Attorney appears and the Deft. the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court — that the said William recover against the said Walter the Sum of thirty five Dollars Damages and Costs of Suit taxed at $ 11-96 & thereof &c —

Whereupon the said Walter by John Hooker Esq. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. ——

Woodward vs Park & al Sept. 29. 1797

Jonathan Woodward of Chester in the County of Hampshire Yeoman Pltff — v Reuben Park Yeoman and Jonathan Park Yeoman both of Barnardstown in said County Deft in a plea of the Case for that the said Reuben & ~~Park~~ Jonathan at Barnardstown aforesaid on the twenty eighth day of January in the Year of our Lord one thousand seven hundred and ninety four by their promissory Note under their hand of that date for Value received promised the Plaintiff to pay him Nine pounds equal to Thirty dollars Lawful Money in Neat Stock or Grain at the Market price to be delivered at the dwelling house of the Parks in Barnardstown within three years from the date of said Note and the Plaintiff avers he was always ready to receive the same according to the tenor and effect of said Note — Yet the often thereto requested and particularly on the twenty eighth day of January last past to wit at Barnardstown aforesaid according to the effect of said Note they have not nor both either of them ever paid the same or any part thereof but unjustly neglect it to the damage of the said Jonathan Forty dollars This Case was entered at the last term of this Court and continued to this Term — and now the Plaintiff by Jon Dwight Junr his Attorney appears & the Defendent tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan recover against the said Reuben & Jonathan Park the Sum of Thirty one dollars and Sixty cents damages and Costs of Suit taxed at $ 11 — 51. and thereof &c ——

after all which the said Reuben and Jonathan Park by Solomon Vose Gent. their Attorney come here into Court and appeal from the Judgment of this Court to the next supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for their prosecuting the same appeal with effect. ——

Hubbard vs Eddy & al Sept. 51. 1797

Dwight & al vs Colton Sept. 54 — 1797

Jonathan Dwight Esq. and James Scott Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs v. Elihu Colton of Long Meadow in said County Yeoman Defendant in a plea of the Case for that the said John at said Northampton on the twenty seventh day of December in the Year of our Lord Seventeen hundred and ninety six by his promissory Note under his hand of that date for Value received promised the Pltffs by the Name of Jonathan Dwight and Son to pay them or their order thirty eight dollars and Eighty one cents Lawful Money on demand with Lawful Interest for the same Sum till paid — Yet tho often requested the said Elihu hath never paid the same or any part thereof — but

unjustly neglect it — To the damage of the said Jonathan and James Fifty dollars — This Case was entered at the last Term of this Court and continued to this term — And now at this term the Plaintiffs by Jonathan Dwight Esq. their appear and the Defendant though three times publickly called to come into Court makes default of his appearance here whereupon it is considered by the Court that the said Jonathan and James recover against the said Elisha the sum of forty dollars and eighty three Cents damages and Costs of Suit taxed at $9-82 and therefor &c ——

~~Exon. which the said Elisha by Solomon Shaw Gent. his attorney comes here into Court and appeals from the Judgment of this Court both and supposes Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect ——~~

Ex.n issued Nov.r 21. 1797.

Dwight &c. vs Woodward &c. Sept.r 29. 1797.

Jonathan Dwight Esq and James Scott Dwight Merchant both of Springfield in the County of Hampshire Plaintiffs vs Roswell Woodward Yeoman. Elisha Woodward Gent. and Eleanor Woodward Gentlewoman all of Wilbraham in said County Defendants — In a plea of the Case for that whereas the said Roswell Elisha and Eleanor at Springfield aforesaid on the ninth day of May last past by their promissory Note of hand of that date for Value received jointly and severally promised one Dan Stebbins to pay him or his order two hundred dollars Lawful Money on demand with Lawful Interest for the same till paid — And the said Dan afterwards on the same day by his certain indorsement on said Note and thereby ordered the Contents of the said Note then wholly and unpaid to be paid to said Jonathan Dwight and James Scott Dwight or their order according to the tenor and effect of said Note & said indorsement of all which the said Roswell Elisha and Eleanor there afterwards on the same day had Notice and thereby became liable to pay the Contents of the said Note to the Plaintiff and being so liable the said Roswell Elisha and Eleanor then and there in consideration thereof undertook & to the Plaintiffs faithfully promised to pay them the same Contents accordingly — Also for that the said Roswell, Elisha and Eleanor on the first day of July instant at Northampton aforesaid was justly indebted to the Plaintiffs in other sum of two hundred and fifty dollars for so much money then before that time had and received to the Pltffs Use and being so indebted the said Roswell Elisha and Eleanor then and there in Consideration thereof undertook and faithfully promised the Pltffs to pay them the same on demand — Yet the other thereto notwithstanding said Roswell Elisha and Eleanor have never paid the Plaintiffs the same or either of them or any part thereof but unjustly neglect and refuse to do it — to the damage of the said Jonathan and James two hundred & fifty dollars — This Case was entered at the last term of this Court and continued to this Term — and now the Plaintiff by Jonathan Dwight Esq. his Attorney appears and the Defendants though three times publickly called to come into Court make default of their appearance here — Whereupon it is considered by the Court that the said Jonathan & James recover against the said Roswell Elisha and Eleanor the sum of two hundred and six dollars & twelve Cents damages & Costs of suit taxed at $11-1 and therefor &c.

Ex.n issued Nov.r 21. 1797 ——

Jonathan Dwight Esq. and James Scott Dwight Esq. both of Springfield in the County of Hampshire Plaintiffs v. Jonathan Smith of West Springfield in said County Husbandman Defendant in a plea of the Case for that the said Jonathan Smith at Northampton aforesaid on the twenty ninth day of August in the Year of our Lord one thousand seven hundred & ninety five by his promissory Note under his hand of that date for Value received promised the Pltffs. to pay them or order One hundred and Seventy three dollars and fifty eight Cents lawful money on demand with lawful Interest for the same untill paid — Yet though often thereto requested the said Smith hath never paid the Plaintiffs the same or any part thereof — but unjustly neglects it to the damage of the said Jonathan & James Scott as they say the Sum of of One hundred dollars —

Dwight &c. vs Smith Sept. 60. 1797

This Case was entered at the last term of this Court and continued to this term and now the Pltffs. by Jon. Dwight Junr. their Attorney appear and the Defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonathan and James Scott recover against the said Jonathan Smith the Sum of Eighty dollars and Seventy five Cents damages and Costs of Suit taxed at $10-41 & therefor &c

Exn. issued Novr. 21. 1797.

George Codrington Junr. Merchant Peter Ludlow Merchant and James Codrington Merchant all of New York in the State of New York Joint dealers in Trade Plaintiffs v. David Robinson of Granville in the County of Hampshire Trader Defendant — in a plea of the Case for that the said David at New York to wit at Springfield in the County of Hampshire on the first day of June instant was justly indebted to the Pltffs in the full Sum of One hundred and Sixty eight dollars lawful money for Goods Wares and Merchandizes there before that time sold and delivered to him the said David at his special instance and request and being so indebted the said David then and there in consideration thereof undertook and faithfully promised the Plaintiffs to pay them the same whenever thereto requested — Also for that the said David at Springfield aforesaid on the first day of June instant in consideration that the said George Peter and James had there before that time sold & delivered to him the said David divers other goods Wares & Merchandizes at his special instance and request — he the said David then & there in Consideration thereof undertook and faithfully promised the Pltffs to pay them so much money as they reasonably deserved to have for their whenever after he should be thereto requested — And the Plaintiffs say they reasonably deserved to have therefor One hundred and Sixty eight dollars Lawful Money — of all which the said David then and there had Notice. Yet though often thereto requested the said David hath never paid the Pltffs either of the aforesaid Sums or any part thereof but unjustly neglects it to To the damage of the said George Peter and James the Sum of Two hundred Dollars —

Codrington &c. vs Robinson Sept. 61. 1797

This Case was entered at the last term of this Court and continued to this Term — and now the Plaintiffs by Jonathan Dwight Junr. their Attorney appear — and the Defendant the three times publickly called to come into Court makes default of his appearance here —

Wherefore it is considered by the Court that the said George Peter & James recover against the said David the Sum of One hundred and Sixty eight dollars damages and Costs of Suit taxed at $16-33 and thereof &c —

Exn issued Novr 21. 1797 —

Coop
v
Robinson
Sept. 62 1797

Samuel Coop of the City of New York and State of New York Merchant — Plaintiff v. David Robinson of Granville in the County of Hampshire Trader — Defendant — in a plea of the Case for that the said David at Northampton aforesaid on the eighteenth day of October in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value recieved promised the said Samuel to pay him or his order in six months after the date of said Note four hundred & Ninety four dollars and fifteen Cents Lawful Money with Interest meaning Lawful Interest of the State of New York after three Months from the date of said Note untill paid — Yet though the said Six Months has long since elapsed the said David hath never paid the Plaintiff the same or any part thereof but unjustly neglects and refuses to do it — To the damage of the said Samuel Six hundred Dollars —
This Case was entered at the last term of this Court and continued to this term and now at this term the Pltff by Jon Dwight Junr his Atty appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Samuel recover against the said David the Sum of five hundred and twenty two dollars & ninety Six Cents damages and Costs of Suit taxed at $ 07-11 & thereof &c —

Exn issued Novr 21. 1797 —

Wright
v
Wood
Sept. 64. 1797

Zebulon Wright of Springfield in the County of Hampshire Yeoman Plaintiff v. Moses Wood late of Ludlow in the County aforesaid Yeoman Defendant in a plea of the Case for that the said Moses at Springfield aforesaid on the fifteenth day of February last past by his promissory Note of hand of that date for Value recieved promised the said Zebulon to pay him or his order Sixty dollars on demand with lawful Interest for the same till paid Yet tho often requested the said Moses hath never paid the plaintiff the same or any part thereof but unjustly neglects it — To the damage of the said Zebulon as he saith Fifty Dollars —
This Case was entered in this Court at the last Term thereof and continued to this term and now at this term the Plaintiff by Jonathan Dwight Junr Gentn his attorney appears and the Defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Zebulon recover against the said Moses the Sum of thirty five dollars and seven Cents damages and Costs of Suit taxed at $ 10-99 and thereof &c —

Exn issued Novr 21. 1797 —

Hutchins & al.
v
Hanchet
Sept. 67 1797

Hezekiah Hutchins of Northampton in the County of Hampshire and Zachaus Hanchet in said County Joint Traders Plaintiffs v. Luke Bonney of Chesterfield in said County Yeo. Defendant in a plea of Trespass on the case for that the said Luke Bonney at said Worthington on the seventeenth day of January last past by his Note in writing under his hand of that date for Value recieved promised the Plaintiffs

by the name of Hutchins and Hanchet to pay them or order Twenty pounds Lawful Money which is equal to Sixty Six dollars and Sixty Six Cents, on demand with Interest till paid — Yet the said Lake the often requested the hath never paid the Contents of said Note but unjustly neglects it — To the damage of the said Hutchins and Hanchet Ninety Dollars —

This Case was entered in this Court at the last term and continued to this term and now the Plaintiff by Benjamin Parsons Gent. his Attorney appears and the Defendant though three times publickly called to come into Court — makes default of his appearance here — Wherefore it is considered by the Court that the said Hezekiah and Zachaeus recover against the said Lake Bonney the sum of Seventy dollars damages and ten dollars and twenty five Cents damages and Costs of Suit taxed at £ 10-25 and thereof &c —

Ex.n issued Nov. 25. 1797. —

Marrick vs Kidd Sept.r 72. 1797.

Joseph Marrick of Chesterfield in the County of Hampshire Gent. Pltff. v. Joseph Kidd of Chesterfield a Deputy Sheriff under Thos. Mattoon Esq. Sheriff of the same County Deft. in a plea of trespass for that the said Thomas on the fifth day of August instant at said Chesterfield unlawfully & without any justifiable cause took the Goods and Chattels of the said Joseph as aforesd. and them unlawfully retained to this day to the damage of the said Joseph one hundred dollars. — This Case was entered at the last term of this Court and continued to this term. and the said Thomas comes and defends the force and Injury when &c and reserving the liberty of waving this plea and pleading anew at the Supreme Judicial Court for present plea says that he is not guilty in manner and form as the said Joseph in his declaration against him has alledged and thereof puts himself on trial by the Country

By Thomas Gould his Atty. —

And the said Joseph consenting to the above reservation says the plea aforesd. and the matter therein contained are insufficient, and that the said Joseph is not bound by the law of the Land to make answer thereto and this he is ready to verify wherefore for want of a sufficient plea. the said Joseph prays that he may have Judgment and Judgment for his Costs in manner & form as by law is provided in such Cases.

By B. Parsons his Atty. —

And the said Thomas says that his plea aforesaid is sufficient &c

By Thomas Gould his Atty. —

all which being seen & understood by the Court that the plea of the said Thomas is insufficient and the said Joseph recover against the said Thomas forteen Cents damages and Costs of Suit taxed at £ 15-22 — from which Judgment the sd. Thomas appealed to the Supreme Judicial Court & recognized with sureties to prosecute the same with effect. —

Hutchins & al vs Lamb Sept.r 73. 1797.

Hezekiah Hutchins of Northampton in the County of Hampshire Trader and Zachaeus Hanchet of Worthington in said County Trader Pltff. v. Amos Lamb of Savoy in the County of Berkshire Yeoman Deft. in a Plea of trespass on the Case for that the said Amos at said Worthington on the day of the purchase of this Writ was justly indebted to the Plaintiffs in the Sum of Sixteen dollars for divers goods Wares and Merchandizes there before that time sold and delivered at the special instance and request of the said Amos and being so indebted in Consideration thereof the said Amos assumed on himself and to the Pltffs then and there faithfully promised to pay them the same Sum on demand. — Also for that the said Amos at said Worthington on the day of the purchase of this Writ, in consideration that the Pltffs had before that time sold and delivered the said Amos other goods Wares and Merchandizes at the like special instance and request of the said Amos assumed on himself and to the plaintiffs then and there faithfully promised to pay them so much on demand as the said Goods Wares and Merchandizes at the time of the sale and delivery thereof

were reasonably worth – And the Plaintiffs aver that they were reasonably worth a further Sum of Sixteen dollars – of which the said Amos had Notice – Yet the said Amos tho' often requested hath never performed either of his said promises but neglects it to the damage of the said Hezekiah and Zacheus the Sum of Thirty dollars – The Plaintiffs by Benjamin Parsons Gent. his attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here – Whereof it is considered by the Court that the said Hezekiah and Zacheus recover against the said Amos the Sum of Sixteen dollars damages and Costs of Suit taxed at $12.69 & thereof &c

Ex.n iss.d Nov. 25. 1797.

Clark vs Sheldon Sept.r 84. 1797

Reuben Clarke of Northampton in the County of Hampshire Yeoman Plaintiff v. Caleb Sheldon of West Hampton in said County Yeoman in a Plea of the Case &c as by the Plaintiffs Writ and declaration on file – This Case was entered at the last term and continued to this term and now the Parties tho three times publickly called to come into Court make default of their appearance and this Case is dismissed ———

Lyman vs Warner – Sept.r 86 1797.

Oliver Lyman of Charlemont in the County of Hampshire, Gentleman Plaintiff v. Moses Warner of Norwich in the County aforesaid Gentleman alias Yeoman defendant – in a plea of trespass on the Case for that the said Moses at Norwich aforesaid on the twelfth day of June in the year of our Lord one thousand seven hundred and ninety five by his Note of hand of that date for Value received promised the said Oliver to pay him or order six by six pounds lawful Money (equal as the plaintiff says to two hundred & thirty dollars) to be paid one half in Cash and the other half in good merchantable Beef at or before the first day of November 1796 (meaning to be paid or delivered to wit one half of the aforesaid Sum in good merchantable Beef at Norwich aforesaid at or before the first day of November in the year of our Lord one thousand seven hundred and ninety six) at Cash price with Interest from the first of neat (meaning the first of neat month then ensuing) and the Plaintiff avers he has always been ready at Norwich aforesaid since the signing of said Note by said Moses to have received the Contents of said Note in Beef and Cash according to the tenor and effect of the same Note and now is there ready to receive the same – Yet the said Moses tho often requested hath not paid said Sum in Cash or Beef according to the tenor and effect of said Note nor hath he paid part of the same to the plaintiff but unjustly neglects to do it – To the damage of the said Oliver as he saith the Sum of three hundred dollars ———

This Case was entered at the last term of this Court and continued to this Term – and now the plaintiff by Samuel Hinsdale Esq. his attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here – Whereof it is considered by the Court that the said Oliver recover against the said Moses the Sum of Thirty dollars and eighty two Cents damages and Costs of Suit taxed at $11 ct 3 and thereof &c.

Ex.n issued Nov.br 28th 1797 –

Clapp vs Lyman Sept.r 87. 1797.

Joseph Clapp Jun.r of the District of East Hampton in the County of Hampshire Trader Plaintiff v. Medad Lyman of Charlemont in the County of Hampshire Blacksmith defendant in a plea of trespass on the Case for that the said Medad at East Hampton aforesaid on the second day of September in the year of our Lord one thousand seven hundred & ninety five by his Note under his hand of that date for value received –

promised the Plaintiff to pay him or order the Sum of forty five pounds sixteen shillings and one penny half penny Lawf. meaning Lawful Money, which the Pltff. says is equal to one hundred and fifty two dollars sixty nine Cents on demand with Interest untill paid — Also for that the said Medad at said East hampton on the twenty fourth day of December last past by his other Note of Hand of that date for Value received promised the Plaintiff to pay or order the sum of twenty four pounds which the Plaintiff says is equal to Eighty dollars, Lawful money on demand with Interest. Yet the said Medad though often requested hath not paid the Contents of said Notes or either of them or any part of either of them but neglects it to the damage of the said Joseph two hundred and fifty dollars ——

This Case was entered at the last term of this Court and continued to this term And now the Plaintiff by Samuel Hinckley Esq. his attorney appears and the defendant tho' three times called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the Pltff Joseph recover against the said Medad the Sum of two hundred and sixteen dollars and fifty three Cents damages and Costs of Suit taxed at $8-83 and thereof &c

Exd signed Nov. 21. 1797 ——

William Bolter and Thomas Delano both of Northampton in the County of Hampshire Joint dealers in the business of Saddlers Plaintiffs vs Calvin Munn of Greenfield in said County Innkeeper alias Gentleman Defendant in a plea of the Case for that the said Calvin Munn at said Northampton on the sixth day of May last past by his Note under his hand of that date for Value received promised the Pltff. by the Names of Bolter and Delano to pay them one hundred dollars (meaning on demand) with Interest. Yet said Munn the regarded hath never paid the same or any part thereof but neglects it to the damage of the said Bolter and Delano as they say one hundred and fifty dollars —

Bolter & al vs Munn Sept. 1st 1797 —

This Case was entered at the last term of this Court and continued to this this term and now at this term the Plaintiffs by Saml Hinckley Esq their Attorney appear and the defendant tho' three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Bolter and Delano recover against the said Munn the Sum of One hundred and three dollars and two only five Cents damages and Costs of Suit taxed at $7-94 and thereof &c ——

Exd signed Novr 21. 1797. ——

Samuel Hinckley of Northampton in the County of Hampshire Esq. Pltff vs Robert Brown of Yeoman Deft. in a plea of the Case as by Writ and Declaration on file — This Case was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear and this Case is dismissed ——

Hinckley vs Brown Sept. 8d - 1797.

Asahel Pomeroy of Northampton in the County of Hampshire Gent Pltff vs Luke Bonney of Chesterfield in sd County Esq — in a plea of the Case as by the Writ and declaration on file — This Case was entered at the last term of this Court and continued to this term and now neither of the Parties appear and this Case is dismissed ——

Pomeroy vs Bonney Sept. 30. 1797

Hannum vs Hickox Sept. (96) 1797

Asahel Hannum of Northampton in the County of Hampshire Yeoman plaintiff v. Benjamin Hickox of Conway in said County Gentleman & Elisphalet Hickox of said Conway Yeoman Defendants in a plea of the Case for that the said ~~Benjamin and~~ Benjamin and Elisphalet at Conway aforesaid on the twenty fifth day of November in the Year of our Lord one thousand seven hundred and ninety five by their Note under their hands of that date for Value recd promised the said Asahel to pay him or his order the Sum of Three hundred and thirty three dollars and thirty three Cents on or before the first day of May to be in the Year of our Lord one thousand seven hundred and ninety seven with lawful Interest for the same till paid and the said Asahel avers that the same Note has never been transferred. Yet said Benjamin tho often requested thereto hath never performed his said promise to said Asahel but unjustly neglects and refuses to do it to the damage of the said Asahel the Sum of two hundred & fifty five dollars — This Case was entered at the last Term of this Court and continued to this Term — and now at this term the Plaintiff by Samuel Hinckley Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Asahel recover against the said Benjamin the Sum of One hundred and ninetein dollars and thirty six Cents damages and Costs of Suit taxed at $12-10 — and thereof &c —

Exd. issued Nov. 21. 1797 —

Clark vs Pomeroy Sept. 97. 1797.

Oliver Clark of the District of Easthampton in the County of Hampshire Yeoman Plaintiff v. Gideon Pomeroy of Southampton in said County Yeoman Defendant in a plea of the Case for that the said Gideon at Easthampton aforesaid on the twenty sixth day of September last past by his Note under his hand of that date for Value received promised the Pltff to pay him or order Thirty eight dollars and thirty three Cents by the first day of May then next with Interest till paid — Yet the said Gideon tho often requested hath not paid said Sum or any part thereof to the Plaintiff but neglects to do it — To the damage of the said Oliver as he saith the Sum of Forty Six dollars —

This Case was entered at the last term of this Court and continued to this term and now at this term the Plaintiff by Samuel Hinckley Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Oliver recover against the said Gideon the Sum of forty dollars and eighty one Cents damages and Costs of Suit taxed at $9-11-9 and thereof &c —

Exd. issued Nov. 21. 1797

Clapp vs Warner Sept. 9d. 1797

Joseph Clapp of the District of East hampton in the County of Hampshire Merchant Plaintiff v. Moses Warner of Norwich in the County aforesd. Yeoman defendant in a plea of trespass on the Case for that the said Moses at Norwich aforesd on the fifth day of May last past by his Note of hand of that date for Value received promised one Oliver Lyman to pay him or order seventeen pounds thirteen shillings and one penny lawful money / equal to fifty eight dollars. Eighty four and one half Cents / on demand with

Interest — and afterwards to wit on the second day of August instant at Norwich aforesaid no part of the aforesaid Sum in the Note aforesaid being paid the said Oliver by his certain indorsement on the same Note subscribed ordered the aforesaid Moses to pay the Contents of the same Note to the said Joseph for Value recd — of which said Indorsement the said Moses then and there had instant Notice — by reason whereof and by force of the Law in such Case the said Moses became liable and chargeable to pay the Contents of said Note to said Joseph on demand and being so liable in Consideration thereof assumed on himself and to the plaintiff then and there promised to pay him said Sum and Interest thereof according to the Tenor of said Note and said indorsement on demand — Yet the said Moses though thereto often requested hath never paid Sum to the Pltff but neglects it to the damage of the said Joseph Sixty Six dollars — This Case was entered in this Court at the last Term and continued to this term & now the Pltff by S. Hinckly Esq his atty appears and the Defendant though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Joseph recover against the said Moses the Sum of Sixty dollars and Seventy three Cents damages and Costs of Suit taxed at $10-41 and thereof &c.

Exd signed Nov. 21. 1797

Clapp vs Hannum Sept. 100. 1797

Joseph Clapp Junr. of the district of Easthampton in the County of Hampshire Trader, Plaintiff v. Asahel Hannum of Northampton in said County Yeoman Defendant in a plea of the Case for that the said Asahel at Easthampton aforesaid on the twenty ninth day of April last past by his Note of hand of that date for Value received promised the said Joseph to pay him or order Nine pounds three shillings and three pence half penny (equal to Thirty dollars fifty six and half Cents lawful Money on demand with Interest — Also for that the said Asahel at Easthampton aforesaid on the fifth day of June last past by his other Note of Hand of that date for Value recd. meaning Value received promised the plaintiff to pay him forty one shillings and three pence (equal to Six dollars Eighty eight Cents on demand with Interest — Yet the said Asahel tho' often requested hath not paid the aforesaid Sums or any part of the same to the Pltff but neglects to do it — Also for that the said Asahel at Easthampton aforesaid on the day of the purchase of this Writ was justly indebted to the Pltff in the further Sum of Seven dollars & fifty six Cents for divers goods and Merchandizes of the Pltff to the sd Asahel there before that time sold and delivered at his request in consideration thereof the said Asahel assumed on himself and to the Pltff then & there faithfully promised to pay him the last aforesaid Sum on demand yet the said Asahel though often requested hath not paid the last aforesaid Sum to the Plaintiff but neglects it — to the damage of the said Joseph as he saith the Sum of fifty dollars — This Case was entered at the last term of this Court and continued to this Term and now the Plaintiff by Samuel Hinckley Esq his

Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Joseph recover against the said Asahel the Sum of forty six dollars and sixteen Cents damages and Costs of Suit taxed at $10-29 and thereof &c ——

Executed Novr 21st 1797 ——

Phipps vs Deane Sept. 106. 1797.

John Phipps of Ponsfort in the County of Windham and State of Connecticut Trader Plaintiff vs Lot Deane of Ware in the County of Hampshire Trader defendant in a plea of the Case for that whereas the said Lot at a place called Boston to wit at said Northampton on the fifteenth day of October in the year of our Lord seventeen hundred and ninety six by his promissory Note of that date by him subscribed for Value received promised one Eleazer Ellis and one Bela Bullen by the Name of Ellis & Bullen to pay them or their order forty six dollars and Seventy one Cents on demand with Interest and the said Ellis and Bullen there afterwards on the same day by their indorsement on the same Note for Value received appointed the Contents of said Note due and unpaid to be paid to the Plaintiff of all which the said Lot Deane then and there had due Notice and by reason of the Premises became liable to pay him the Contents of said Note according to the tenor and effect thereof and being so liable did then and there in consideration thereof promise the Plaintiff to pay him the Contents of said note according to the tenor and effect thereof - Yet the said Lot Deane the often thereto requested has never paid the same but refuses so to do - to the damage of the said John Phipps as he saith the Sum of Eighty dollars. ——

This Case was entered at the last Term of this Court and continued to this term and Now at this term the Plaintiff by Jabez Upham Genl his Attyr appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said John recover against the sd Lot the Sum of Forty nine dollars and Seventy five Cents damages and Costs of Suit taxed at $13-41 and thereof &c ——

After all which the said Lot by Pliny Merrick Esq his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of ~~May next~~ April next and he recognizes with Sureties for his prosecuting the same appeal with Effect ——

Ventor vs Dean Sept. 107. 1797.

Relatiah Ventor of Monson in the County of Hampshire Yeoman plaintiff vs Lot Dean of Ware in the County aforesaid Trader Deft in a Plea of the Case for that whereas the said Lot at said Monson the twenty fifth day of November in the year of our Lord seventeen hundred and Ninety six by his promissory Note of that date by him subscribed for Value received promised the Plaintiff to pay him fifty Dollars in twenty days from the date (meaning in twenty days

from the then date of said Note / Now the Plaintiff avers that the said twenty days has long since passed – nevertheless the said Lot the often thereto requested hath never paid the same only in part but neglects it ——
Also for that whereas the said Lot at said Munson on the twenty fifth day of November in the Year of our Lord Seventeen hundred & ninety six by his other promissory Note of that date by him subscribed for Value received promised the Plaintiff to pay him or his order fifty dollars to be paid by the first day of March next / meaning to be paid by the first day of March then next from the date of said Note / with Interest till paid – Now the Plaintiff avers that said first day of March has since passed – nevertheless the said Lot though often requested hath never paid the same but neglects it to the damage of the said Venton One hundred & ten dollars.
This Case was entered at the last term of this Court and continued to this Term and now the Plaintiff by Jabez Upham Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said Venton recover against the said Lot Deane the sum of Seventy Six dollars and fifteen Cents damages and Costs of Suit taxed at Eleven dollars and Seventy five Cents ——
after all which the said Lot Deane by Pliny Merrick Esq. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —— .

Amory & al
v
Gates
Sept. 109 1797.

John Amory Junr. Thomas Amory and Francis Amory all of Boston in the County of Suffolk Merchants Plaintiffs v. Solomon Gates of Orange in the County of Hampshire Trader defendant in a plea of the Case for that whereas the said Solomon together with one Benjamin Mayo lately deceased whom the said Benjamin survived in the life time of the said Benjamin to wit on the twenty second day of June in the Year of our Lord seventeen hundred and ninety five at Boston to wit at Greenwich in said County by their Note of that date subscribed by the Firm of Mayo and Gates for Value received promised the Plaintiffs by the Names of John and Thomas Amory & Company to pay them or their order the Sum of One hundred & Nine pounds fourteen shillings and four pence / which the Plaintiffs aver to be equal to three hundred and Sixty five dollars & Seventy two Cents / after three months from the date of said Note with Interest after that time till paid Yet said Solomon or Benjamin or either of them the often requested have never paid sum but neglects it to the damage of the said John Thomas and Francis the Sum of five hundred dollars — This Case ~~[illegible]~~ was entered in this Court at the last Term and continued to this term – and now at this term the Plaintiffs by Daniel Bigelow Esq. their Attorney appear and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is con-

considered by the Court that the said John Thomas and Francis do recover against the said Solomon the Sum of three hundred and twenty one dollars and eighty nine Cents damages and Costs of Suit taxed at $16-95 and thereof &c. Joseph Foster Junr

Whereupon the said Solomon by ~~Thacy Allen Esqr~~ his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Packard vs Town Septr 13 1797

Adam Packard of Cummington in the County of Hampshire Yeoman Plaintiff v. Bartholomew Town of Windsor in the County of Berkshire Yeoman Defendant in a plea of the Case for that whereas the said Bartholomew at Windsor aforesaid to wit at Cummington aforesaid on the eighth day of August in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note in writing of that date by him subscribed then and there for Value received promised one Jonathan Perkins to pay him or order the Sum of thirty three dollars and thirty six Cents Current money with Interest payable by the first day of March then next ensuing which time is now past — and there afterwards, viz. on the same day and Year aforesaid at Cummington aforesaid the Contents of said Note being wholly unpaid the said Jonathan for Value received of the said Adam by his the said Jonathan's indorsement on said Note at Cummington aforesaid ordered the Contents of said Note to be paid to the said Adam of which the said Bartholomew at Cummington aforesaid had notice and thereby became liable and obliged to pay the Contents of said Note to said Adam according to the tenor and effect thereof — and then and there in consideration thereof promised the said Adam so to do — Yet the said Bartholomew though often requested hath never yet paid the same but neglects it — To the damage of the said Adam as he saith the Sum of Seventy dollars —

This Case was entered at the last term of this Court and continued to this term — And now at this term the Plaintiff by J Cushman his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Adam recover against the said Bartholomew the Sum of thirty five dollars and forty Cents damages and Costs of Suit taxed at eight dollars & sixty five Cents and thereof &c.

Ex^n issued Novr 20. 1797. —

Colton & Co vs Bird Septr 15. 1797.

Joseph Colton Trader and James Bradish Physician both of Cummington in the County of Hampshire lately Joint Traders under the firm of Joseph Colton & Co Plaintiffs v. Isaac Bird of Cummington aforesaid Yeoman in a plea of the Case for that whereas the said Isaac at Cummington aforesaid on the twentieth day of January in the Year of our Lord one thousand seven hundred and ninety Seven by his promissory Note in writing of that date by him subscribed then and there for Value received promised the Plaintiffs to pay them or order the Sum of four pounds four shillings and one penny equal to fourteen dollars one Cent and four Mills on demand with

Interest Yet the said Isaac tho' often requested hath never yet paid the same or any part thereof but neglects it to the damage of the Pltfs Colton and Bradish the Sum of Forty dollars —
This Case was entered at the last term of this Court and continued to this Term and now the Plaintiffs by J. Cushman Gent. their Attorney appear and the Defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Colton and Bradish recover against the said Isaac the Sum of fourteen dollars & twenty two Cents damages and Costs of Suit taxed at $10-53 & thereof &c —

Exn issued Nov. 26. 1797

Dwight vs Dean & al. Sept. 11th 1797

Henry Dwight Esquire of Belchertown in the County of Hampshire Esquire Plaintiff v. Lot Dean and James Lamson Pntrs. both of Ware in the County aforesaid Yeomen alias Gentleman in a plea of the Case for that said Lot and James at Belchertown aforesaid on the third day of May last past by their Note under their hands of that date for Value received jointly promised Pltff Henry to pay him or his order Twenty one dollars and fifty three Cents on demand with lawful Interest for the same till paid — Yet said Lot and James though often thereto requested have never either of them paid the same but wholly refuse so to do — to the damage of the Pltff Henry as he saith the Sum of Thirty dollars —
This Case was entered at the last term of this Court and continued to this term — And now the Plaintiff by Jona E Porter Esq his Atty appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Henry recover against the said Lot and James the Sum of fourteen dollars and four Cents damages and Costs of Court taxed at $11-16 and thereof &c —

Exn issued Novr 27. 1797.

Lyon vs Hemenway Jun. Sept. 11th. 1797.

Asaph Lyon of Pelham in the County of Hampshire Trader Pltff v. Joshua Hemenway Pntr of New Salem in the County aforesaid Trader Defdt in a plea of the Case for that said Joshua at said New Salem on the thirteenth day of February last past by his Note under his hand of that date for Value received promised the said Asaph to pay him or his Order One hundred and ninety two dollars on demand with lawful Interest for the same till paid — Yet said Joshua tho' often thereto requested hath never paid the same but wholly refuses so to do — To the damage of the Pltff Asaph as he saith the Sum of Two hundred and Ten Dollars —
The Plaintiff Entered this Case at the last Term of this Court and the same was continued to this Term — And now at this term the Plaintiff by Jonathan E Porter Esq his Attorney appears and the Defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asaph recover against the said Joshua the Sum of One hundred and fifty four dollars and sixty nine Cents damages & Costs of Suit taxed at $11-49 and thereof &c —

Exn issued Novr 27. 1797. —

Lyon
vs
Hemenway &c.
Sept. 119. 1797

Asaph Lyon of Pelham in the County of Hampshire Trader Pltff
v. Joshua Hemenway Junr. Trader and Joseph Hemenway Yeoman a
Deputy Sheriff under Ebenezer Mattoon Esq Sheriff of our County of
Hampshire, both of New Salem in said County defendants in a plea
of the Case for that the said Joshua and Joseph at said New Salem on
the first day of July in the Year of our Lord seventeen hundred & Ninety
five by their Note under their hands of that date for Value received
promised the said Asaph to pay him or his order Fifty pounds lawful
Money (equal in Value to One hundred and sixty six dollars & Sixty
four Cents) in ten months from the date of said Note with lawful
Interest for the same untill paid — Also for that the said Joshua
and Joseph afterwards to wit on the first day of July aforesaid by
their other Notes under their hands of that date for Value received
promised the said Asaph to pay him one other Sum of Fifty pounds
lawful Money (equal to One hundred and sixty Six dollars and Sixty
four Cents) within twenty two months from the date of said Note
with lawful Interest for the same till paid — Yet said Joshua &
Joseph tho' thereto often requested hath never paid the same Sums
or either of them but wholly refuse so to do to the damage of the
Asaph five hundred and fifty dollars — This Case was entered at
the last term of this Court and continued to this term and now the
Plaintiff by Jonr. E. Porter Gentr. his Attorney appears and the De-
fendants tho' three times publickly called to come into Court make
default of their appearance here Wherefore it is considered by the
Court that the said Asaph recover against the said Joshua and
Joseph the Sum of three hundred and eighty dollars and Eighty
three Cents damages and Costs of Suit taxed at $10-97 — and
thereof &c —

Exr. issued Novr. 27. 1797 —

Porter
vs
Taylor & al.
Sept. 122. 1797

Jonathan Edwards Porter of Hadley in the County of Hampshire
Gentleman Plaintiff v. James Taylor and Patrick Pibbles both of
Pelham in the County of said Yeoman defendants — in a plea of
the Case for that the said James and Patrick at Hadley aforesaid
on the eighteenth day of May in the Year of our Lord Seventeen
hundred and Ninety five by their Note under their hands of that date
for Value received promised said Jonathan Edwards to pay him
Eleven pounds one shilling and one penny (equal to thirty six
dollars and Eighty five Cents) by the first day of May then next
ensuing with lawful Interest for the same till paid — Yet the said
James and Patrick tho often thereto requested have never paid
the same but neglect it to the damage of the said Jonathan
Edwards fifty Dollars — This Case was entered at the last term
of this Court and continued to this term — And now the Plaintiff
appears and the Defendants tho three times publicly called to come
into Court make default of their appearance here — Wherefore it is
considered by the Court that the said Jonathan Edwards recover
against the said James & Patrick the Sum of forty two dollars &
thirty six Cents damages and Costs of Suit taxed at $ 8-39 & thereof &c

Exr. issued Novr. 27. 1797

Ebenezer Dwight of Hatfield in the County of Hampshire Yeoman Plaintiff v. Samuel Dwight of Belchertown in said County Yeoman alias Gentleman Defendant in a plea of the Case for that the said Samuel at Hatfield aforesaid on the twenty second day of June in the Year of our Lord One thousand seven hundred and ninety two by his Note under his hand of that date for Value received promised the said Ebenezer to pay him Thirty two Pounds thirteen shillings & one penny (equal to One hundred and Eight dollars and Eighty five Cents) on demand with the lawful Interest for the same untill paid — Yet said Samuel tho often thereto requested hath never paid the same but neglects it to the damage of the said Ebenezer fifty dollars — This Case was entered at the last Term of this Court and continued to this term and now the Pltff by Jonathan E Porter Esq. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here ——— Wherefore it is considered by the Court that the said Ebenezer recover against the said Samuel the Sum of forty eight dollars and forty three Cents damages and Costs of Suit taxed at £ 0-27 and thereof &c —

Dwight v. Dwight Sept. 129. 1797.

Exd signed Novr 27. 1797.

Elizabeth Smith of Southadley Gentlewoman and Eno Smith of Granby Physician both in the County aforesaid Plaintiffs v. Joseph Bordwell Yeoman, Elijah Bordwell Gentleman and Martin Bordwell Yeoman all of Belchertown in said County Defendants in a plea of the Case for that said Joseph Elijah and Martin at Granby aforesaid on the twelfth day of October in the Year of our Lord one thousand seven hundred and ninety two by their Notes under their hands of that date for Value received promised said Elizabeth & Eno to pay them Seventeen pounds and eight pence (equal to fifty six dollars & seventy eight Cents) on demand (and said Elizabeth and Eno aver that they demanded the same at said Granby on the same day and place) Yet said Joseph Elijah and Martin tho often thereto requested have never either of them paid the same but neglect it — To the damage of the said Elizabeth and Eno the Sum of One hundred dollars — — — — —

Smith & al. v. Bordwell & al. Sept. 133. 1797

This Case was entered the last term of this Court and continued to this Term and now the Pltff by Jon. E Porter Esq. their Attorney appears & the Defendants tho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Elizabeth and Eno recover against the said Joseph, Elijah and Martin the Sum of fifty five dollars and eight Cents damages and Costs of Suit taxed at £ 10-51 and thereof &c. ———

Exd signed Nov. 27. 1797

Simeon Pomeroy of Southadley in the County of Hampshire Husbandman Pltff v. Daniel Morters of Deerfield in said County Boatman Defendant in a plea of the Case for that said Daniel at Northampton in said County on the twenty fifth day of April last past by his Note under his hand of that date for Value received promised said Simeon to pay him or his order seven pounds fourteen shillings and two pence (equal to twenty five dollars and sixty nine Cents) on demand with lawful Interest for the same till paid — Yet the said Daniel tho often thereto requested hath never paid the same but neglects it —

Pomeroy v. Morters Sept. 134. 1797.

To the damage of the said Simeon the Sum of Forty dollars — —
This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Jon.a E Porter Esq his Attorney appears, and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Simeon recover against the said Daniel the Sum of Twenty six dollars and fifty nine Cents damages and Costs of Suit taxed at $9.14 and thereof &c —

Exn. issued Nov. 27. 1797 —

Lamb v. Martin Sept. 135. 1797.

Daniel Lamb of Southadley in the County of Hampshire Gentleman Pltff v. Daniel Martin of Deerfield in said County Boatman Defendant, in a plea of the Case for that the said Daniel Martin at Deerfield aforesaid on the fifth day of November last past by his Note under his hand of that date for Value received promised the said Daniel Lamb to pay him or his order five pounds three shillings and ten pence / equal to fourteen dollars & thirty one Cents on demand with lawful Interest for the same till paid — Yet said Daniel Martin tho often thereto requested hath never paid the same but neglects it to the damage of the said Daniel Lamb Thirty Dollars —
This Case was entered at the last term of this Court and continued to this term — and now at this term the plaintiff by Jonathan E Porter Esq his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel Lamb recover against the said Daniel Martin the Sum of Eighteen dollars and thirty six Cents damages and Costs of Suit taxed at $8 8 — 8! and thereof &c —

Exn. issued Nov.r 27. 1797

Lawrence v. Goodman & al. Sept. 147. 1797.

Richard R Lawrence of the City, County and State of New-York Merchant Plaintiff v. Titus Goodman and Simeon Goodman both of Southadley in the County of Hampshire Merchants and late joint dealers in trade Defendants in a plea of the Case for that the said Titus and Simeon at said New York to wit at Northampton aforesaid on the sixteenth day of June in the Year of our Lord Seventeen hundred and ninety four by their Note in writing under their Hands of that date for Value received promised the Pltff under the Name and firm of Titus and Simeon Goodman to pay him or order — One hundred and sixty nine pounds eight shillings and five pence specie / meaning Currency of the State of New York / which is equal in Value to four hundred twenty three dollars and fifty five Cents. with lawful Interest from the date of said Note untill paid — Meaning Interest after the rate of Seven per Cent pr. Annum being the lawful Interest of the State of New York — Yet the said Titus and Simeon though often requested have never paid the Contents of s.d Note or any part thereof but neglects it to the damage of the said Richard R Lawrence Six hundred Dollars —
This Case was entered at the last Term of this Court and continued to this term — And now the Plaintiff by Jo. Lyman Esq. his Attorney appears & the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that

the said Richard R Lawrence recover against the said Titus and Simeon Goodman the Sum of four hundred and thirty two dollars and Seventy three Cents damages and Costs of Suit taxed at $ 13-89 and thereof &c ——

Exn issued Novr 21. 1797 —

Hitchcock v. Ewell Sept. (157) 1797

Reuben Hitchcock of Worthington in the County of Hampshire Yeoman Plaintiff v. John Ewell of Westfield in said County Yeoman Defendant in a plea of the case for that the said John at said Worthington on the twenty first day of October in the Year of our Lord one thousand seven hundred and ninety Six by his Note in writing under his hand of that date, for Value received promised the Plaintiff to pay him the Sum of two hundred dollars in four months from the date of said Note with Interest for the same till paid — Yet the said John tho' often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Reuben three hundred dollars — This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said John the Sum of two hundred and twelve dollars and ninety Cents damages and Costs of Suit taxed at $ 10. 13 — and thereof &c.

Exn issued Decr 16. 1797.

Root v. Squire Sept. (152) 1797.

Aaron Root of Westfield in the County of Hampshire Yeoman Plaintiff v. Amasa Squire of Montgomery in said County Yeoman Deft. in a plea of trespass on the case for that the said Amasa at said Westfield on the second day of September last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him the Sum of Seven pounds ten shillings which is equal to Twenty five dollars by the first day of January then next in part for the Maintenance of Ede Tremaine's Child (meaning the Child of the said Ede Tremaine of which the said Amasa was the reputed father). Also for that the said Amasa at said Westfield on the first day of January last past being justly indebted to the Plaintiff in another Sum of twenty five dollars for the like Sum of Money there before that time paid laid out expended and advanced by him the said Aaron for him the said Amasa at his the said Amasa's special instance and request and being so indebted in consideration thereof assumed upon himself and to the Plaintiff then and there faithfully promised to pay him the same last mentioned sum upon demand — Yet the said Amasa though often requested hath never performed either of his said promises aforesaid or any part of either of them but unjustly neglects to do it — To the damage of the said Aaron as he saith the sum of Fifty dollars ——

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Joseph Lyman Esq. his Attorney appears, and the defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Aaron recover against the said Amasa the Sum of twenty Six dollars and thirty three Cents damages and Costs of Suit taxed at $ 10.33 and thereof &c ——

Exn issued Novr 21st 1797 —

James Bull and Thomas Bull both of the City and County of Hartford and State of Connecticut Merchants, Administrators on the Goods and Chattels rights and Credits of Samuel Gibson late of said Hartford Trader deceased that were not administered upon by Caleb Bull late of the same Hartford Merchant deceased to whom Letters of Administration were originally granted in the Life time of the said Caleb. Pltffs v. Nathaniel Rogers and Samuel Rogers late of Granville in the County of Hampshire and Asa Rogers of Goshen aforesd. Merchants and lately joint dealers in trade — Defendants — in a plea of trespass on the Case for that the said Nathaniel Samuel and Asa at said Hartford to wit at Northampton aforesaid on the twenty second day of August in the Year of our Lord One thousand seven hundred and ninety five by their note in writing under their hands of that date for Value received under the Names and firm of Nathaniel and Samuel Rogers and Company promised the said Samuel Gibson then in full Life to pay him or order Eleven pounds seventeen shillings and three pence. which is equal to thirty eight dollars and fifty four Cents in thirty days after the date of sd Note meaning to pay Interest after said thirty days till paid — Yet the said Nathaniel Asa and Samuel Rogers tho often requested have not either of them paid the Contents of their said Note or any part thereof but unjustly neglect it to the damage of the said James and Thomas in their said capacity Seventy dollars — This Case was entered at the last term of this Court & continued to this term and now the plaintiffs by Joseph Lyman Esq their Attorney appears & the defendants tho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said James and Thomas in their said capacity recover against the said Nathaniel and Asa Rogers forty four dollars and fifty seven Cents damages and Costs of Suit taxed at $14..29 and thereof &c —

Bull & others Admrs
vs
Rogers & others
Sept. 155 1797.

Exd. issued Nov. 21st 1797. —

John Baker of West hampton in the County of Hampshire Yeoman Pltff v. Horace Taylor of Southadley in said County Yeoman Deft. in a plea of trespass on the Case for that the said Horace at said West hampton on the sixth day of September in the Year of our Lord one thousand seven hundred & ninety six by his Note in writing under his hand of that date for Value Recd promised the plaintiff to pay him the Sum of Thirty five dollars — Twenty dollars of which to be paid by the first day of November then next and the remaining Sum of fifteen dollars to be paid by the first day of May then also next with Interest for the same untill paid — Yet said Horace tho often requested hath never paid the Contents of said Note according to the tenor of said Note but unjustly neglects it — To the damage of the said John Sixty dollars —

Baker
vs
Taylor —
Sept. 156. 1797

This Case was entered at the last term of this Court and continued to this term & now the Plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Horace the Sum of twenty seven dollars one Cent damages and Costs of Suit taxed at $8-45 and thereof &c —

Exd. issued Nov. 21. 1797 —

John Baker of West Hampton in the County of Hampshire Yeoman Pltff. vs Timothy Thayer of Northampton in said County Yeoman Defendant, in a plea of trespass on the Case for that the said Timothy at said West Hampton on the twenty fourth day of April in the Year of our Lord One thousand seven hundred and eighty six by his Note in writing under his hand of that date for Value rec promised the Pltff to pay him or order the sum of five pounds nineteen shillings and two pence equal in Value to nineteen dollars and eighty six Cents on demand with Interest for the same untill paid — Yet the said Timothy though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said John Baker the Sum of Sixty Dollars — This Case was entered at the last Term of this Court and continued to this term and now the Plaintiff by Joseph Lyman Esq his Attorney appears and the Defendant tho three times publickly called into Court makes default of his appearance here Wherefore it is considered by the Court that the said John recover against the said Timothy the Sum of thirty three dollars and forty three Cents damages and Costs of Suit taxed at $8-53 and thereof &c ——

Exn issued Novr. 21st 1797 —

Baker vs Thayer Sept. 15. 1797

Israel Ashley of Westfield in the County of Hampshire Physician Plaintff. vs Moses Bush of Suffield in the County of Hartford and State of Connecticut Shoemaker otherwise Yeoman in a plea of the Case for that the said Moses at Westfield aforesaid on the tenth day of April in the Year of our Lord one thousand seven hundred and eighty eight by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order thirty one pounds six shillings and nine pence equal in value to One hundred and four dollars and forty six Cents in lawful silver money at six shillings and eight pence per ounce with Interest untill paid — Yet the said Moses though often requested hath never paid the Pltff the Contents of said Note but unjustly neglects and refuses to do it to the damage of the said Israel One hundred & Seventy dollars ——

This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Joseph Lyman Esq his Attorney appears & the defendant tho three times publickly called to come into Court, makes default of his appearance here Wherefore it is considered by the Court that the said Israel recover against the said Moses the Sum of One hundred and forty eight dollars and Sixty seven Cents damages and Costs of Suit taxed at $10. 45 and thereof &c —

Exn issued Nov. 21. 1797 —

Ashley vs Bush Sept. 12. 1797

Elisha Clapp of Northampton in the County of Hampshire Yeoman Plaintiff vs Timothy Mather of the same Northampton Yeoman Deft — in a plea of the Case for that the said Timothy at Northampton aforesaid on the sixth day of December in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value rec promised the plaintiff to pay him or his order One hundred dollars on demand with Interest for the same untill paid; Yet the said Timothy tho often requested hath never paid the Contents of said Note but unjustly neglects it to the damage of the said Elisha — Seventy Dollars ——

This Case was entered at the last Term of this Court and continued to this term —

and

Clapp vs Mather Sept. 16. 1797.

And now the Plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant tho. three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the Pl. Elisha recover against the said Timothy the Sum of Forty three dollars and seventy Seven Cents damages and Costs of Suit taxed at $7-40 & thereof &c

Exn. issued Nov. 21st. 1797

Clap vs Long Sept. 15d. 1797.

Perez Clap of Southampton in the County of Hampshire Gentleman & lately a Deputy Sheriff under Elisha Porter Esq Sheriff of the same County of Hampshire Pltff. John Long Junr. of Shelburne in the same County Esq. Defendant in a plea of trespass on the Case for that whereas on the twelfth day of March in the Year of our Lord one thousand seven hundred and ninety five at s. Northampton the said Perez Clap then and for a long time there after a deputy Sheriff under said Porter had in his hands and possession one certain Writ of Execution in due form of Law which Isaac Ribbe and Peter Ludlow had legally and regularly sued out against one Benjamin Hebard whereby the Sheriff of the said County or his deputy were commanded of the money goods or Chattells of the said Benjamin Hebard to levy and pay to the said Isaac and Peter divers Sums of money amounting in the whole to forty four pounds five shillings & seven pence which is equal in Value to One hundred and forty seven dollars & sixty Cents and for Want of such Money goods or Chattells to take the body of the said Benjamin Hebard and him commit into the Goal in said County and the said Perez Clap being then and there about to take the Body of the said Benjamin Hebard for Want of Money goods or Chattells of the s. Benjamin to satisfy the sums aforesaid he the said John Long Junr. understood & to the said Perez by his note or memorandum in writing under his hand of the day of the date and year aforesaid then and there faithfully promised to pay him the Sum of forty five pounds and five shillings which is equal to One hundred & fifty dollars & eighty three Cents which was the amount of said Execution together with the Officers fees arising thereon or that the said Benjamin should assign himself up to the said Perez in the lapse time of the said Execution / being before the return day thereof / which was on the third tuesday of May then next. to by him the said Perez committed to Goal — And the Plaintiff avers that he then and there believing the promise of the said John Long Junr. did forbear to take the Body of the said Benjamin Hebard by Vertue of the same Exn. and did not commit the said Benjamin Hebard to Goal to satisfy the same and that he the said Benjamin Hebard hath never paid any part of the Contents of the same Exn. and that the same remains wholly unsatisfied and that the said Benjamin did never deliver himself up to the said Perez in order to go to Goal, but avoided — Yet the said John Long Junr. tho often requested and particularly on the third tuesday of May aforesaid hath not paid the Contents of the same Execution to the said Perez Clap or any part thereof but unjustly neglects it to the damage of the said Perez the Sum of two hundred and twenty dollars. ——

This Case was entered at the last term of this Court and continued to this Term and now the Pltff tho by his Attorney Joseph Lyman Esquire appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Perez recover against the said John Long Junr. the Sum of One hundred and Sixty nine dollars and seventy five Cents damages and Costs of Suit taxed at $9-50 and thereof &c ——

Exn. issued Nov. 21st. 1797 ——

George Bull of the City of Hartford in the County of Hartford and State of Connecticut Merchant plaintiff v. John Spencer Douglass of Westfield in the County of Hampshire Innkeeper Defendt. in a plea of trespass on the Case for that the said John Spencer Douglass at Hartford aforesaid to wit at Northampton in the County of Hampshire aforesaid on the fourth day of April last past by his Note in writing under his hand of that date for Value received in settling of Accounts and Notes with George Bull and John Lawrence Jun. both of Hartford aforesaid Merchants and joint dealers in trade, promised the Plaintff. to pay him or order on demand with Interest twenty three pounds thirteen shillings lawful Money, equal in Value to Seventy eight dollars & Eighty three Cents - Yet the said John Spencer Douglass though often thereto requested hath never performed his said promise by paying the Contents of his said Note but unjustly neglects and refuses to do it - To the damage of the said George Bull One hundred and thirty dollars - This Case was entered at the last term of this Court and continued to this term - and now the Plaintiff by Joseph Lyman Esq. his Attorney appears and the Defendant though three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said George recover against the said John Spencer Douglass the Sum of Eighty one dollars Seventy eight Cents damages and Costs of Suit taxed at $13-17 - and thereof &c - after which the said John Spencer Douglass by John Ingersoll Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Bull vs Douglass Sept. 16. 1797.

Abel Whitney of Westfield in the County of Hampshire Gentleman Pltff. v. Roland Weller of the same Westfield Yeoman Defendt. in a plea of trespass on the Case for that the said Roland at Westfield aforesaid on the twenty fifth day of February last past by his Note in writing under his hand of that date for Value received promised one William Shepherd Junr. to pay him or his order Ninety five dollars on demand with Interest - and the said William afterwards to wit on the same day at the place last mentioned by his indorsement in writing on the same Note and by him subscribed, ordered the Contents of said Note then wholly due and unpaid to be paid to the said Abel Whitney according to the tenor of said note and the said indorsement - of which the said Roland afterwards to wit on the day and year & at the place last mentioned had notice and thereupon became chargable to pay to the said Abel the sum mentioned in said note according to the tenor of the same and said indorsement and being so chargable then and there in Consideration thereof promised the said Abel so to do - Yet the said Roland the often requested hath not paid said Note but unjustly neglects it to the damage of the said Abel One hundred & thirty dollars - This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant tho three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Abel recover against the said Roland the Sum of Ninety nine dollars and twenty five Cents damages and Costs of Suit taxed at $9 11 5 - and thereof &c —

Whitney vs Weller Sept. 16. 1797.

Exn. issued Nov. 22. 1797 —

Ashley vs Bush Sept. (172) 1797.

Israel Ashley of Westfield in the County of Hampshire Physician Pltff vs. Moses Bush of Suffield in the County of Hartford and State of Connecticut Shoemaker otherwise German Deft. in a plea of trespass on the case for that the said Moses at Westfield aforesd on the 18th day of April 1788 by his Note in writing under his hand of that date for Value rec. promised the pltff to pay him or order £31-6-9 equal in Value to $104. lawful money with Interest untill paid Yet the said Moses the often requested hath never paid said sum but neglects it to the damage of the said Israel 190 Dollars —

This Case was entered in this Court at the last term and continued to this term and now the Pltff appears and the Deft. though three times publickly called to come into Court makes default of appearance Wherefore it is considered by the Court that the said Israel Ashley recover against the d. Moses 140.67 damages and Costs of Suit taxed at Doll. 10.67 & thereof &c Exn issued Nov. 22. 1797

See this Case in page 190. —

Hubbard vs Hawks Sept. 18. 1797.

Stephen Hubbard of Amherst in the County of Hampshire Blacksmith Plaintiff vs. John Hawks of Pelham in the same County Gentleman Defendt. in a plea of trespass on the Case &c as by the Pltffs Writ and declaration on file. This Case was entered at the last term of this Court and continued to this Term and now neither of the parties appear and this Case is dismissed —

Hopkins vs Davenport Sept. (182) 1797

Charles Hopkins of Hartford in the County of Hartford and State of Connecticut Merchant Plaintiff vs Benjamin Davenport of Worthington in the County of Hampshire Trader Defendant — in a plea of trespass on the case for that the said Benjamin at Northampton aforesaid on the nineteenth day of August last past by his note in writing under his hand of that date for Value received promised the said Charles to pay to his order meaning to pay to him or his order the Sum of One hundred and twenty four dollars money of the United States within nine Months in nine months from the date of said Note with Interest till paid — and the said Charles says he has made no order on the premises — to pay the Contents of said Note to any other Person Yet the said Benjamin though often requested hath not paid the Contents of the said Note to the plaintiff or any part thereof but neglects it — to the damage of the said Charles Hopkins the Sum of three hundred dollars —

This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Joseph Lyman Esq. his Attorney appears & the defendant tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Charles recover against the said Benjamin Davenport the Sum of One hundred and Ninety dollars and twenty seven Cents, damages and Costs of Suit taxed at $13-25 and thereof &c —

Exn issued. Nov. 21. 1797.

Hawkes & al. vs Gennings Sept. 18. 1797.

Samuel Hawkes Esq. and David Hawkes both of Northampton in the County of Hampshire joint dealers in trade plaintiffs vs Samuel Gennings of Partridgefield in the County of Berkshire Yeoman otherwise called Samuel Gennings of Partridgefield in sd County Gentleman in a plea of trespass on the Case for that whereas at sd Northampton

on the thirty first day of May in the year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value rec^d promised the said Henshaw and Hunt under the firm of Henshaw & Hunt to pay to pay them the Sum of Twenty one pounds / equal in Value to Seventy ~~one~~ dollars in four months / meaning four months from the date of said Note / with Interest Also for that the said Simeon at Northampton aforesaid on the first day of April last past in consideration that the said Henshaw and Hunt at the special instance & request of the said Simeon had there before that time sold and delivered him divers goods Wares and Merchandizes assumed on himself and to the said Henshaw & Hunt then and there faithfully promised to pay them therefor so much money as the same goods Wares and Merchandizes were reasonably worth & the Interest and the Henshaw & Hunt aver that the same Goods Wares and merchandizes at the time of the Sale and delivery thereof were there reasonably worth fifty nine dollars and thirty three Cents — to wit at Northampton aforesaid — of which the said Jennings there afterwards the same day had Notice, yet the said Simeon tho' thereto often requested has never paid the Contents of said Note or for d^o Goods but unjustly neglects it to the damage of the said Henshaw and Hunt One hundred and Sixty dollars ——

This Case was entered at the last term of this Court and continued to this term — And now the Plaintiffs by John Taylor Gent. their Attorney appear and the defendant tho' three times publickly called to come into Court make default of his appearance here — Wherefore it is considered by the Court that the said Henshaw and Hunt recover against the said Jennings the Sum of One hundred thirty five dollars forty six Cents damages and Costs of Suit taxed at $ 8-37 and thereof &c ——

Ex^n issued Deb^r 1st 1797 —

Smith vs Clark et al — Sept. 1816. 1797.

Elijah Smith of Whately in the County of Hampshire Yeoman Pltf vs Perez Clark Junr and Lemuel Clark Yeoman both of Deerfield in said County Defendants in a plea of trespass on the Case for that the said Perez and Lemuel at Whately aforesaid on the twelfth day of March last past by their Note in writing under their hands of that date for Value received promised the said Elijah to pay him or his order eight pounds four shillings and six pence Lawful Money on demand with Interest and the said Smith avers that the aforesaid Sum of Eight pounds four shillings and six pence is equal in Value to twenty seven dollars and forty two Cents — Yet the said Perez and Lemuel though often thereto requested have never either of them paid the Contents of said Note but unjustly neglect it to the damage of the said Elijah Smith the Sum of Forty dollars ——

This Case was entered at the last Term of this Court and continued to this term — And now the Plaintiff by John Taylor Gentleman his Attorney appears & the defendants though three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Elijah Smith recover against the said Perez Clark Junr and Lemuel Clark the Sum of twenty eight dollars and fifty seven Cents damages and Costs of Suit taxed at $ 9.71 and thereof &c ——

Ex^n issued Deb^r 1. 1797.

Dunbar
vs
Hickox
Sept. 188. 1797.

Oliver Dunbar of Belchertown in the County of Hampshire Yeoman Plaintiff v. Benjamin Hickox Junr. of Conway in said County Sadler otherwise called Benjamin Hickox Junr. of Conway Yeoman Defendt. in a plea of trespass on the Case for that the said Hickox at Conway aforesaid on the twenty third day of November in the Year of our Lord one thousand seven hundred and ninety six by his note in writing under his hand of that date for Value received promised the said Dunbar to pay him or order thirty two dollars within six months from the date thereof with Interest till paid yet the said Hickox tho often requested has never paid the Contents of s.d Note but unjustly neglects it to the damage of the said Dunbar Fifty dollars — This Case was entered at the last term of this Court and continued to this term and now the Pltff. by Jno Taylor Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Dunbar recover against the said Hickox the Sum of thirty three dollars eighty four Cents damages and Costs of Suit taxed at $9. 71 & thereof &c —

Exd issued Decbr. 1st 1797.

Reed
vs
French
Sept. 189. 1797.

Noah Reed of Cummington in the County of Hampshire Gent. Plaintiff v. Samuel French of Amherst in said County Cooper. in a plea of trespass on the Case for that the said French at Cummington aforesaid on the fourteenth day of January last past by his note in writing under his hand of that date for Value received promised one Edward Bartlet to pay him or order fourteen dollars and fifty Cents by the first day of March then next with Interest for the same until paid — and afterwards on the same fourteenth day of January aforesaid at Cummington aforesaid the Contents of the same Note being then wholly due and unpaid the said Edward Bartlet by his indorsement on the back of said Note by him subscribed ordered the Contents of said Note to be paid to the said Reed for Value recd. of all which the said French then and there had due notice and thereby became liable by the Law of the Land to pay the same to the said Reed according to the tenor of said Note and being so liable in consideration thereof afterwards upon himself and then and there faithfully promised the plaintiff to pay him the Contents of s.d Note according to the tenor thereof but although thereto requested by the said Reed since the first day of March aforesaid has never paid the same but neglects it — To the damage of the said Noah Reed Thirty dollars — —

This Case was entered at the last Term of this Court and continued to this term, and now the Plaintiff by Jno Taylor Gent. his Att.y appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Noah recover against the s.d Samuel the Sum of — damages & Costs of Suit taxed at $ — and thereof &c —

after all which the said Samuel by Jonathan E. Porter Esq. his Attorney comes here into Court and appeals from Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Jeremiah Wadsworth of the City of Hartford and County of Hartford and State of Connecticut Esq. the only surviving partner of Barnabas Deane late of the City of Hartford deceased and Jeremiah Wadsworth under the firm of Barnabas Deane and Company Pltff. vs William Wait of Greenfield in the County of Hampshire Yeoman Defendant in a plea of trespass on the Case for that the said William Wait at Greenfield aforesaid on the twentieth day of February in the Year of our Lord One thousand seven hundred and ninety four in the Life time of the said Deane for Value received promised the said Deane and Wadsworth under the firm of Barnabas Deane & Co. to pay them or their order one hundred and five dollars by the first day of May in the Year of our Lord one thousand seven hundred and ninety five with Interest annually. Yet the said Wait though often thereto requested has never paid the Contents of said Note either to the said Barnabas Deane and Co. in the life time of the said Deane or to the said Wadsworth since the decease of the said Deane but unjustly neglects it to the damage of the said Jeremiah Wadsworth the Sum of two hundred Dollars — This Case was entered at the last term of this Court and continued to this term — and now the Pltff by Jno Taylor Gent. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jeremiah recover against the said William the Sum of One hundred twenty eight dollars sixty two Cents damages and Costs of Suit taxed at $10-63 and thereof &c —

Wadsworth vs Wait — Sept. 190. 1797

Exd. issued Decr. 1. 1797.

Samuel Hastings of Barnardstown in the County of Hampshire Yeoman Plaintiff vs John Coats of the same Barnardstown Yeoman Deft. in a plea of the Case for that whereas the said John at said Barnardstown on the third day of November in the Year of our Lord one thousand seven hundred & ninety six by his Note under his hand of that date for Value received promised the said Samuel to pay him or his order eight pounds (equal in Value to twenty six dollars and Sixty Six Cents) by the third day of January then next with Interest — Yet the said John has never paid the same tho requested but neglects it. To the damage of the said Samuel Sixty dollars — This Case was entered at the last term of this Court and continued to this term and now the Pltff. by Jonathan Lovett Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said John the Sum of twenty eight dollars and thirty four Cents damages and Costs of Suit taxed at $13-65 and thereof &c — after all which the said John by Richard E Newcomb Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for said County on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect

Hastings vs Coats — Sept. 192. 1797

Reuben Danielson of Colerain in the County of Hampshire Pltff vs Thomas Tolman of Charlemont in said County Yeoman Defendt. in a plea of the Case for that the said Thomas at Northampton aforesaid on the twelfth day of November aforesaid in the Year of our Lord one thousand seven hundred & ninety six by his Note under his hand of that date for Value received —

Danielson vs Tolman — Sept. 193. 1797

promised the Plaintiff by the Name of Reuben Dennison to pay him or order the Sum of Thirty Seven dollars in January then next with Interest — Yet he has never paid the same tho' requested but neglects it to the damage of the said Reuben the Sum of Sixty dollars — This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Jon^a. Leavett Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said Thomas the Sum of Thirty nine dollars twenty two Cents damages and Costs of Suit taxed at $13.69 and thereof &c

Exⁿ. issued Novr. 25. 1797 —

Stacey
vs
Wells —
Sept. 19. 1797.

Gilbert Stacey of Gill in the County of Hampshire Yeoman Pltff. vs. Asa Wells of Leyden in said County Yeoman Defendant, in a plea of the Case for that whereas the said Asa at said Gill on the third day of October last past by his Note under his hand of that date for Value received jointly and severally promised with one Joseph Crandall the said Gilbert to pay him or order forty three dollars and thirty five Cents on the twentieth day of May then next with Interest — Yet he hath never paid the same tho' often requested but neglects it. — To the damage of the said Gilbert Sixty dollars. — This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Jon^a. Leavett his Att^y. appears and the Def^t. tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Gilbert recover against the said Asa the Sum of forty six dollars twenty nine Cents damages & Costs of Suit taxed at $13.69. and thereof &c — — — — After all which the said Asa by Richard E Newcomb Esq. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next & recognizes with Sureties for his ~~appearance~~ prosecuting the same appeal with effect.

Stone
vs
Bisbell
Sept. 19. 1797

John Stone of Greenfield in the County of Hampshire Physician Plaintiff vs. Jonathan Marsh Bisbell of Montague in said County Yeoman Def^t. in a plea of the Case for that whereas the said Bisbell at said Greenfield on the fifteenth day of February in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the said John to pay him or his order forty dollars on or before the fifteenth day of June then next with Interest — Yet he has never paid the same though often thereto requested but neglects it — To the damage of the said John Sixty dollars — This Case was entered at the last term of this Court and continued to this term — and now the Plaintiff by Jonathan Leavett his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Jonathan Marsh the Sum of forty three dollars damages and Costs of Suit taxed at $16.73 and thereof &c — After all which the said Jonathan by Richard E Newcomb Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton on the last Tuesday of April then next and recognizes with Sureties for prosecuting the same appeal with effect. — —

Benjamin Hastings Junr. of Greenfield in the County of Hampshire Yeoman Plaintiff vs Joshua Rugg of the same Greenfield Physician Defendant, in a plea of the Case for that whereas the said Joshua at said Greenfield on the twentieth day of April in the Year of our Lord One thousand seven hundred and ninety Seven by his Note under his hand of that date for Value received promised the plaintiff to pay him the sum of fourteen pounds seven Shillings and eight pence equal to in Value to forty seven dollars ninety five Cents on demand with Interest — Yet he hath never paid the same tho requested but neglects it — to the damage of the said Benjamin Eighty dollars — This Case was entered at the last term of this Court and continued to this term — And now the plaintiff by Jonathan Leavett Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Benjamin recover against the said Joshua the Sum of forty nine dollars Sixty Cents damages and Costs of Suit taxed at $13.19 and thereof &c — — After which the said Joshua by Richard E Newcomb Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Hastings vs Rugg — Sept. 202. 1797

Jonathan Leavett of Greenfield in the County of Hampshire Attorney at Law Plaintiff v. Caleb Lyon Junr. of Greenfield in the County of Hampshire Yeoman Defendant in a plea of the Case for that whereas the said Caleb at Greenfield aforesaid on the twenty third day of December in the year of our Lord one thousand seven hundred and ninety Six by his Note under his hand of that date for Value received promised the Plaintiff to pay him or order the Sum of Thirty dollars on demand with Interest — Also for that the said Caleb there afterwards on the day of the purchase of this Writ was indebted to the Pltff in another Sum of five dollars and fifty Cents for money paid out and Services performed there before that time by the said Jonathan for the said Caleb at his request and being so indebted he the said Caleb then and there in consideration thereof promised the plaintiff to pay him the last mentioned Sum on demand — Yet the said Caleb though often requested has never performed either of his said promises but unjustly neglects it — to the damage of the said Jonathan Fifty Dollars — This Case was entered in this Court at the last term and continued to this term — and now the Pltff. appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jonathan recover against the said Caleb the sum of Thirty seven dollars and ten Cents damages and Costs of Suit taxed at $11.49 and thereof &c —

Leavett vs Lyon — Sept. 203. 1797.

Exn issued Novr. 25. 1797 —

Michael Bull of New York in the State of New York and Thomas Bull of Hartford in the County of Hartford and State of Connecticut Joint partners in trade Pltff. vs. Daniel Fobes of Greenfield in the County of Hampshire Yeoman Defdt. in a plea of the Case for that the said Daniel at Greenfield aforesaid on the seventeenth day of November in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiffs by the Name of M & T. Bull to pay

Bull & al. vs Fobes — Sept. 204. 1797

them or their order the Sum of Thirty seven pounds equal in Value to One hundred and twenty three dollars and thirty three Cents on demand meaning with Interest — Yet the said Daniel the often requested hath not paid the same but neglects it to the damage of the said Michael and Thomas as they say two hundred Dollars — This Case was entered at this Court at the last term and continued to this term — And now the Plaintiff by Jonathan Leavett his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Michael and Thomas recover against the said Daniel the Sum of One hundred and thirty dollars, Six only four Cents damages and Costs of Suit taxed at $ 15-42 and thereof &c ——

After which the said Daniel by Richard E. Newcomb Esq his Attorney comes ~~and defaults to make~~ here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last tuesday of April next & recognizes with Sureties for his prosecuting the same appeal with effect: ——

Emmons & al vs Nash Sept. 1797 (205)

Sylvanus Emmons and David Mack both of Middlefield in the County of Hampshire Joint Partners in trade Pltffs vs Elisha Nash of Shelburne in the same County Yeoman Defendant in a plea of the Case for that whereas the said Elisha at Greenfield in said County on the thirty first day of March in the year of our Lord one thousand seven hundred and ninety seven, by his Note under his hand of that date for Value received promised the Pltffs to pay them or order by the Name of Sylvester Emmons &c: the Sum of forty one dollars and seventy nine Cents on demand with Interest yet he hath never paid the same tho requested but neglects it — To the damage of the said Emmons & Mack the sum of Sixty dollars. — This Case was entered at the last Term of this Court & continued to this Term — and now the Pltff by Jon Leavett Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Sylvanus and David recover against the said Elisha the Sum of Forty three dollars and thirty six Cents damages and Costs of Suit taxed at $ 15-13 — and thereof &c.

Exon issued Novr 25th 1797. ——

Hulbert vs Gragg Sept. 206. 1797.

John Hulbert of Colrain in the County of Hampshire Yeoman Pltff vs Hugh Gragg of Shelburne in the same County Yeoman Deft. in a plea of the Case for that whereas the said Hugh at Greenfield in said County on the seventeenth day of September in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value rec'd promised the plaintiff to pay him or order the sum of Sixteen pounds equal in Value to fifty three dollars and thirty three Cents in one year from that date with the meaning Interest — Yet he hath never paid the same though requested but neglects it to the damage of the said John the Sum of Sixty Dollars This Case was entered in this Court at the last Term of this Court and continued to this term — and now the Pltff. by J. Leavett his Attorney appears and the Deft. tho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said John recover against the said Hugh the Sum of $ 37-92 Damages & Costs of Suit taxed at $ 14-92 and thereof &c

Exon issued Novr 25th 1797 ——

Samuel Hayden of Dudley in the County of Chittenden and State of Vermont Yeoman Plff v. Amos Avery of Charlemont in the County of Hampshire Yeoman alias Gent. Defendant, in a plea of the Case for that whereas the said Amos at Greenfield in said County on the seventh day of January in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value rec'd promised the Plaintiff to pay him or order the Sum of Eight pounds four shillings / equal in Value to twenty seven dollars and thirty three Cents / by the first day of June then next with Interest — Yet he has never paid the same though often requested, but neglects it to the damage of the said Samuel Fifty dollars —

Hayden vs Avery Sept. 207 / 1797.

This Case was entered in this Court at the last term and continued to this term And now the Plff by Jonathan Leavitt his Attorney, appears, and the Defend. tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover against the said Amos the Sum of — — Damages and Costs of Suit — after which this Case is nonsuited & defaulted and the same is dismissed —

Eleazer Clark & Bohan Clark both of Easthampton in the County of Hampshire Yeomen Plaintiffs v. Jonathan Marsh Bisell of Montague in the same County Yeoman Defend. in a plea of the Case, for that whereas the said Bisell at Greenfield in said County on the tenth day of January in the Year of our Lord one thousand seven hundred and Ninety seven by his Note under his Hand of that Date for Value received promised the Plaintiff to pay them by the Name of Eleazer and Bo. Clark and deliver to them thirteen thousand feet 8/3 / meaning one thousand of a thousand feet / of good merchantable white pine boards / meaning the Value of seven dollars a thousand / at his the said Bisells Mill on said Montague Falls on or before the first day of April then next / meaning with Interest / — Yet the said Bisell has never paid the same tho often thereto requested — and the plaintiffs have ever been ready and were ready at said Williams's first day of April to receive the Contents of said Note according to the Tenor thereof but neglects it to the damage of the said Eleazer & Bohan the Sum of two hundred dollars —

Clark & al. vs Bisell Sept. 208. 1797.

This Case was entered at the last term of this Court and continued to this Term And now the Plaintiffs by Jonathan Leavitt Gent. their Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eleazer and Bohan do recover against the said Jonathan Marsh Bisell the Sum of Ninety three Dollars and thirty three Cents damages and Costs of Suit taxed at twelve dollars forty nine Cents, and thereof &c — After which, The said Jonathan Marsh by Richard, E. Newcomb Gentleman his Attorney comes and appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. — —

Jacob Samson of Stamford in the County of Bennington and State of Vermont Yeoman Plaintiff v. Daniel Rowe late of Amherst in the County of Hampshire Yeoman and Friend Smith of the same Amherst Yeoman, Defendants in a plea of the Case for that the said Daniel and Friend at said Amherst on the twenty third day of May in the Year of our Lord Seventeen hundred and Ninety six by their Note for Value received promised said Jacob to pay him two hundred Sixty six dollars and Sixty Seven Cents on or before

Samson vs Rowe & al Sept. 215. 1797

before the first day of May this to be in the Year of our Lord Seventeen hundred and Ninety Seven — Yet the said Daniel and Friend though often requested have never paid the same or any part thereof but unjustly neglect it — To the damage of the said Jacob as he saith the Sum of four hundred Dollars ——
This Case was entered at the last term of this Court and continued to this term And now the Plaintiff by Simeon Strong Esq: his Attorney appears and the Defendants though three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Jacob do recover against the said Daniel and Friend the Sum of two hundred and fifty six dollars and Eighty eight Cents damages & Costs of Suit taxed at $11-67 and thereof &c —
After which the said Daniel and Friend by Jonathan E Porter Esquire their Attorney comes into Court and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect ——

Rowe &c. vs Dickman Sept. 26. 1797

Daniel Rowe of Litchfield in the County of Litchfield and State of Connecticut Yeoman and Friend Smith of Amherst in the County of Hampshire Yeoman Plaintiffs v. Thomas Dickman of Greenfield in our County Printer in a Plea of the Case for that the said Thomas at said Greenfield on the twenty third day of February last past, by his Note for Value received promised the said Daniel and Friend to pay them thirty eight pounds thirteen shillings and eight pence lawful money (equal to One hundred & twenty eight dollars and ninety six Cents) on demand, with lawful Interest for the same till paid — Yet said Thomas though often requested hath never paid the same or any part thereof but neglects it — to the damage of the said Daniel and Friend the Sum of two hundred dollars ——
This Case was entered at the last term of this Court and continued to this term And now the Plaintiffs by Simeon Strong Esq: their Attorney appear and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel and Friend do recover against the said Thomas the Sum of One hundred and thirty four dollars and seventy two Cents Damages and Costs of Suit taxed at $11-11 and thereof &c —
Exn issued Nov. 29th 1797. ——

Montague vs Holmes Sept. 27. 1797

Zebina Montague of Amherst in the County of Hampshire Esq. Plaintiff v. Samuel Holmes of the same Amherst, Yeoman, Defdt. in a plea of the Case for that the said Samuel at said Amherst on the thirty first day of March last past by his Note under his hand for Value received promised said Zebina to pay him or his order twenty one dollars and Seventy Seven Cents on demand with the lawful Interest for the same untill paid — And the same Note has never been assigned — Yet said Samuel although often requested hath never paid the same or any part thereof but neglects to do it — to the damage of the said Zebina the Sum of Thirty dollars — This Case was entered at the last term of this Court and continued to this term — and now the Plaintiff by Simeon Strong Esq: his Attorney appears and the Defendant though

three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Zebina do recover against the said Samuel the Sum of Twenty two dollars fifty eight Cents damages and Costs of Suit taxed at $ 8-33 and thereof &c —

Exd issued Novr 29th 1797 —

Elihu Gray of Hebron in the County of Salem and State of New York Genl. Pltff. v. Matthias Carier of Pelham in the County of Hampshire Clerk Defd. in a plea of the Case &c. as by the Declaration on file — this Case was entered at the last term of this Court and continued to this term — and now neither of the Parties appear and this Case is dismissed —

Gray vs Carier Sept. 21d. 1797 —

David Parsons of Amherst in the County of Hampshire Clerk, Plaintiff v. Jonathan Ballard of Sunderland in said County Yeoman and Simeon Ballard of Sunderland in said County, Yeoman Defendants, in a plea of the Case for that the said Jonathan and Simeon at Sunderland aforesaid on the twenty ninth day of December in the Year of our Lord seventeen hundred and ninety four by their note by them subscribed for Value recived promised the Plaintiff to pay him six pounds of the lawful Money equal in Value to twenty dollars within two Years from the same date with Interest till paid — Yet the said Jonathan & Simeon though often requested have not performed their promises or either of them but neglect to do it — to the damage of the said David forty dollars — This Case was entered at the last term of this Court and continued to this Term, and now the Pltff by Simeon Strong Esq his Attorney appears and the Defendant though three times publickly called to come into Court and makes default of his appearance here — Wherefore it is considered by the Court that the said David recover against the Defd. Jonathan and Simeon the sum of Twenty three dollars and forty four Cents damages and Costs of Suit taxed at $ 8.75 and thereof &c. —

Exd issued Nov. 29. 1797 —

Parsons vs Ballard & al. Sept. 21d. 1797.

Zebina Montague of Amherst in the County of Hampshire Esquire Pltff. v. Elijah Hubbard of Pelham in the same County, Blacksmith in a plea of the Case for that the said Elijah at Amherst aforesaid on the tenth day of May last past by his Note under his hand for Value recived promised said Zebina to pay him or his order Sixty nine dollars and forty two Cents on demand with lawful interest for the same untill paid — And the said Zebina says that the same Note has never been assigned — Yet said Elijah though often requested hath never paid the same nor any part thereof but neglects it — to the damage of the said Zebina the Sum of Eighty dollars —

This Case was entered at the last term of this Court and continued to this term — And now the Plaintiff by Simeon Strong Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Zebina recover against the Defd. Elijah the Sum of Seventy one dollars fifty Cents damages & Costs of Suit taxed at $ 8-43 — and thereof &c —

Exd issued Nov. 29. 1797 —

Montague vs Hubbard Sept. 22d. 1797.

Eastman
v.
Leonard
Sept. 222. 1797

Joseph Eastman of Amherst in the County of Hampshire Husbandman Plff
v. Ezra Leonard of Shutesbury in the same County Yeoman Defndt. in a plea of the
Case for that the said Ezra at said Shutesbury on the seventeenth day of May in
the Year of our Lord seventeen hundred and ninety six by his Note under his hand
of that date for Value received promised said Joseph to pay him Seventy eight
Dollars and thirty three Cents within one Year from the same date and the
lawful Interest of the same untill paid — Yet said Ezra though often requested
hath never performed his said promise but neglects and refuses to do it —
to the damage of the said Joseph Ninety Dollars —
This Case was entered at the last term of this Court and continued to this
Term — And now at this Term the Plaintiff by Simeon Strong Esq. his Attorney
appears and the defendant though three times publickly called to come
into Court makes default of his appearance here — Wherefore it is con-
sidered by the Court that the said Joseph recover against the said Ezra the
Sum of Eighty five dollars thirty eight Cents Damages and Costs of Suit
taxed at $ 9.21 and thereof &c.
Ex.t issued May 29th 1797

Hart & al.
v.
French
Sept. 223. 1797.

William Hart Merchant and Richard Hart Merchant both of Say-
brook in the County of Middlesex and State of Connecticut and Joseph
Hart of Hartford in the County of Hartford and State of Connecticut Mer-
chant Plaintiffs v. Torlius French of Conway in the County of Hamp-
shire Gentleman Defend.t in a plea that he render to the said William
Richard and Joseph fifteen pounds sixteen shillings and ten pence equal
to fifty one dollars and fourteen Cents which to them he owes and from them
unjustly detains and whereon the said William Richard and Joseph
Say that at a Court holden before William Lyman Esq one of the Justices
of the Peace for the County of Hampshire aforesaid on the sixteenth
day of January in the Year of our Lord One thousand seven hundred
and ninety two, by the Judgment of the same Justice, they by the Name
of William Hart, Richard Hart and Joseph Hart of Hartford aforesaid
Merchants and Joint Merchants recovered against the said Torlius by
the Name of Torlius French of Conway aforesaid Gentleman, thirteen
pounds eleven shillings and ten pence equal to forty five dollars and thirty
Cents, debt and one pound fifteen shillings equal to five dollars & Eighty
four Cents Costs of Suit — whereof the said Torlius is convict as by the
record and process thereof before the said Justice remaining is mani-
fest and appears — which Judgment now remains in full force not
annulled satisfied or reversed — and although Execution on the same hath
been sued out — Yet the same Execution hath been returned wholly un-
satisfied whereby Action accrues to the said William Richard & Joseph
to demand and have of the said Torlius the said Sum of Fifty one
Dollars and fourteen Cents — Yet the said Torlius though often requested
hath never paid the same or any part thereof but wholly neglects it —
To the damage of the said William Richard and Joseph Eighty
Dollars — This Case was entered at the last term of
this Court and continued to this term — and now at this term the Plff.s
by Simeon Strong Esq their Attorney appear and the Defendant
though three times publickly called to come into Court makes default
of his Appearance here — Wherefore it is considered by the Court that the
said William Richard and Joseph recover against the said Torlius the
Sum of $ ~~debt~~ or damages & Costs of Suit taxed at
$ 11.11 and thereof &c —

Eseus Howe of Belchertown in the County of Hampshire Physician Pltff
vs Phineas Strong of the same Belchertown Gentleman Deft. in a plea of the
Case for that the said Phineas Strong at Belchertown aforesaid on the seventh
day of May in the Year of our Lord One thousand seven hundred and ninety
six by his Note in writing by him subscribed for Value received promised
said Eseus Howe to pay him or order the sum of Seventy two dollars within
eight months from the said seventh day of May with Interest for the same
till paid — And the said Eseus saith the said Note has never been ob-
tained Yet the said Phineas though often requested hath not paid
the same or any part thereof but neglects and refuses to do it ——
To the damage of the said Eseus Howe the sum of One hundred
dollars — This Case was entered at the last term of this Court and
continued to this term — and now the Plaintiff by Simeon Strong Esq his
Attorney appears — And the said Phineas by Solomon Vose Gent. his
Attorney comes and defends the force and Injury when &c Reserving
to himself Liberty to waive this plea and plead anew at the supreme Ju-
dicial Court says he is not guilty in manner and form as the Plaintiff
in his declaration has alleged and thereof puts himself on the Country —
And the said Eseus Howe by his Attorney (consenting to the above
reservation) saith, the plea by the said Phineas above pleaded is
bad and insufficient in law, and that he is not bound to answer thereto
and this he is ready to verify wherefore he prays Judgment for his
damages and Cost — And the said Phineas by his Attorney
aforesaid saith his plea is good and sufficient and this he prays
may be enquired of — by his Att^y — Solo^n Vose ——
All which being seen and understood by the Court, it appears to the
Court that the plea of the said Phineas by him above pleaded is bad
and insufficient in Law — Wherefore it is considered by the Court that the
said Eseus recover against the said Phineas seventy eight dollars and
forty eight Cents damages and Costs of Suit taxed at eleven dollars
and eighty two Cents and thereof &c — Whereupon the said Phineas
by Abner Morgan Esq his Attorney appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton
within and for the County of Hampshire on the last Tuesday of April
next and recognizes with sureties for his prosecuting the same appeal
with effect ——

Howe
vs
Strong —
Septr 224. 1797.

Justus Dwight Yeoman and Eseus Howe Physician and Diana his Wife all
of Belchertown in the County of Hampshire plaintiffs vs Phineas Strong
of the same Belchertown Gent^n Defendant in a plea of the Case for
that whereas the said Justus and Diana at said Belchertown on the
thirtieth day of November last past (the said Diana being then Diana
Dwight sole and unmarried) had delivered to the said Phineas at
his special instance and request, one Note of Hand signed by Amos
Strong, with three hundred dollars promising the payment of Seventy
eight pounds in Lawful Money (equal to two hundred and sixty dollars)
with Interest for the same from and after the twenty third day of
January then last past untill paid — And also one other note signed
by one Hezekiah Bisell with two hundred dollars promising the
payment of One hundred and fifty dollars and Interest for the same

Dwight & al
vs
Strong.
Sept. 225. 1797.

from and after the month of July then last past untill paid - He the said Phineas then and there in Consideration thereof assumed on him self and faithfully promised the said Justus and Diana, then sole & unmarried/ by the name of Justus Dwight and Diana Dwight Administrators to the estate of Col.o Dwight late of Belchertown deceased to return and redeliver to them the same Notes or pay them the Contents of the same whenever afterwards he the said Phineas should be thereto required - And the said Justus Estus and Diana say that afterwards to wit at Belchertown on the same day and year, the said Justus and Diana /then sole and unmarried/ demanded and required the said Phineas to return and redeliver to them the same Notes and to pay the Contents of the same and were always ready then to receive the same Notes and Contents - Yet the said Phineas though often requested has never returned or redelivered the same Notes or either of them or ever paid said Contents or any part thereof to the said Justus and Diana while she was sole and unmarried or to said Justus and the said Estus & Diana since their intermarriage together but has wholly neglected & refused and still neglects and refuses to perform his said promise - to the damage of the said Justus Estus and Diana five hundred dollars —

This Case was entered at the last term of this Court and continued to this term And now the plaintiffs by Simeon Strong Esq their Attorney appear, and the said Phineas by Solomon Vose Esq.r his Attorney comes and defends &c when &c /and reserving to himself liberty to waive this Plea and plead anew at the Supreme Judicial Court/ says he is not guilty in manner & form as the plaintiff in his declaration has alledged and thereof puts himself on the Country — And the said Justus, Estus and Diana by their Attorney aforesaid say the Plea of the said Phineas above pleaded is bad and insufficient in Law and that they are not bound to answer in Law thereto wherefore they pray Judgment for their damages & costs — And the said Phineas says his plea is good and sufficient and this he prays may be ~~sufficient~~ enquired of — by Sol.n Vose —

All which being seen and fully understood by the Court it appears to the Court that the Plea of the said Phineas by him above pleaded is bad and insufficient - Wherefore it is considered by the Court that the said Justus Estus and Diana recover against the said Phineas eighty eight dollars and thirty Cents damages and Costs of Suit taxed at Eleven dollars & eighty two Cents and thereof &c —

Whereupon the said Phineas by Perry Merrick Esq his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties to prosecute the same appeal with effect

Merrill vs Smith Sept. 22/1797

Calvin Merrill of Amherst in the County of Hampshire Pltff. v. Friend Smith of the same Amherst Yeoman alias Gentleman Deft. in a plea of the Case for that the said Friend at said Amherst on the third day of January in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised said Calvin to pay him two hundred and forty seven dollars and twenty eight Cents within three months from the date of said Note with lawful Interest after thirty days from the same date - Yet said

Friend though often requested hath never paid the same but neglects it — to the damage of the said Calvin Three hundred Dollars —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Simon Strong Esq his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Calvin recover against the said Friend two hundred and fifty six dollars and Seven Cents damages and Costs of Suit taxed at $ 14.6 and thereof &c.

Exᵗ issued Novᵗ. 29. 1797.

Alpheus Morgan of Northfield in the County of Hampshire Husbandman plaintiff v. Daniel Marters of Deerfield in the same County Yeoman Defendant in a plea of the Case for that the said Marters at a place called Hartford to wit at said Deerfield on the thirteenth day of December in the Year of our Lord seventeen hundred and ninety six by his note under his hand of that date for Value received promised one Joseph Utley to pay him or order One hundred dollars in sixty days from the date of said Note — And the said Utley there afterwards on the same day by his indorsement under his hand on the same Note ordered the Contents thereof then due and unpaid to be paid to the Plaintiff for Value received of all which the said Marters then and there had Notice and thereupon became chargable and accordingly then and there in consideration thereof promised the plaintiff to pay him the same according to the tenor of said Note Yet said Marters though requested the same sum and the Defendant has not paid but neglects it to the damage of the said Morgan One hundred and forty dollars —

Morgan v. Marters — Sept. 229. 1797

This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by John Barrett Esq. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Alpheus recover against the said Daniel the Sum of One hundred and ~~twenty~~ three dollars & twenty three Cents damages & Costs of Suit taxed at $ 11.69 and thereof &c —

Exᵗ issued Novᵗ 24. 1797 —

Rufus Stratton of Northfield in the County of Hampshire Husbandman Pltff v. Justus Lyman of Hartford in the County of Hartford and State of Connecticut and Elias Lyman of Hartford in the County of Windsor and State of Vermont Traders & Joint partners Defendants — in a plea of the Case &c as by the declaration on file. —

Stratton v. Lyman — Sept. 232. 1797

This Case was entered at the last term of this Court and continued to this Term and now neither of the parties appear & this case is dismissed —

Hezekiah Stratton of Northfield in the County of Hampshire Innholder Pltff v. Justus Lyman of Hartford in the County of Hartford and State of Connecticut and Elias Lyman &c Defendants as by the Writ and Declaration on file — this Case was entered at the last term of this Court and continued to this term and now neither of the parties appear & the same is dismissed

Same v. Same — Sept. 233. 1797.

Benton vs Smith et al Sept. 240. 1797

Bezer Benton of Ashfield in the County of Hampshire husbandman Pltff vs Martin Smith of Ashfield Yeoman and Thomas White of Whately Blacksmith both in the same County Defendants in a plea of the Case &c as by the Writ and declaration on file — This case was entered at the last term of this Court and continued to this term — and now neither of the Parties appear & this Case is dismissed.

White vs Faxon Sept. 242. 1797

Asa White of Williamsburg in the County of Hampshire Trader pltff vs Thomas Faxon of Conway in the same County Cordwainer Deft in a plea of the Case for that the said Faxon at said Williamsburg on the twenty seventh day of March in the Year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value recd promised the plaintiff to pay him or order thirteen dollars and Sixty three Cents on demand with Interest — Yet the said Thomas though often requested the same sum and Interest has not paid but neglects it — to the damage of the said Asa Thirty dollars —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Elijah Paine Junr his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa recover against the said Faxon the Sum of fourteen dollars and ninety Cents damages — and Costs of Suit taxed at $10.65 and thereof &c —

Exon issued Nov. 25th 1797

Purinton vs Fox Sept. 247. 1797

Joseph Purinton of Coleraine in the County of Hampshire Yeoman Plaintiff vs Isaac Fox of Belchertown in the same County Yeoman Defendant in a plea of the Case for that whereas the said Isaac at said Belchertown on the thirteenth day of April in the Year of our Lord seventeen hundred and ninety six by his Note for Value received promised one Joseph Read to pay him or his order thirteen dollars and forty four Cents with Interest — And the said Read afterwards on the same day at Belchertown aforesaid by his indorsement in writing on the same Note for Value received, ordered the Contents of said Note then due and unpaid to be paid to the said Purinton whereof the said Isaac then and there had due notice and thereupon became chargeable to pay the Contents of said Note to the Pltff and then and there in consideration thereof promised the Pltff to pay him the Contents of the said note accordingly — Yet the said Isaac though often requested hath not paid the same but neglects and refuses so to do to the damage of the said Purinton thirty dollars —
This Case was entered at the last Term of this Court and continued to this term — And now at this term the Pltff by Jonr Gould Junr his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph Purinton recover against the said Isaac Fox the Sum of fourteen dollars and forty two Cents damages and Costs of Suit taxed at thirteen Dollars ninety five Cents and thereof &c

$ 14.42
$ 13.95
$ 28.37

Exon issued Novr 23d 1797

King
vs
Thayer—
Sept. 248. 1797—

Rufus King of Ware in the County of Hampshire Physician Pltff vs Silas Thayer of Greenwich in the same County Husbandman Deft. in a plea of the Case for that the said Silas at Ware aforesaid on the twenty fourth day of January last past by his Note for Value received promised the plaintiff to pay him or his order the sum of twenty five dollars and eighty six Cents with dis. meaning Interest yet the said Silas though often requested hath never paid said sum but neglects to do it to the damage of the said Rufus Thirty dollars— This Case was entered at the last Term of this Court and continued to this term, and now at this term the Plaintiff by Jonathan Grout Gent. his Attorney appears and the defendant the three times publickly called to come into Court makes default of his appearance here— Wherefore it is considered by the Court that the said Rufus recover against the said Silas the sum of fifteen dollars and fifty six Cents damages and Costs of Suit taxed at $12.42 and thereof &c—

Exd. issued Nov. 23d 1797.

Dwight
vs
Ramsdell
Sept. 250. 1797.

Jonathan Dwight of Belchertown in the County of Hampshire Tanner Pltff Appellant vs Joseph Ramsdell of the same Belchertown Husbandman now Appee from the Judgment of Barb Holland Esq one of the Justices of the peace for said County wherein the said Jonathan was the original Pltff and the said Joseph Defendant in a plea of the Case for that whereas the said Joseph on the twenty first day of July instant at Belchertown aforesd was indebted to the said Jonathan in the sum of two dollars for so much money before that time by the said Jonathan paid and advanced to one Elijah Nichols to the use of the said Joseph & at his special instance and request and being so indebted he the said Joseph then and there in consideration thereof promised the plaintiff to pay him the same sum on demand— Also for that the said Joseph at Belchertown aforesd on the day of the purchase of this Writ was indebted to the Pltff in one other sum of One dollar and forty six Cents according to the account hereto annexed— and being so indebted he the said Joseph then & there in consideration thereof promised the Plaintiff to pay him the last mentioned sum on demand— Yet the said Joseph though often requested hath not paid either of the sums aforesaid but neglects & refuses to do it To the damage of the said Jonathan Ten dollars— This Case was entered in this Court at the last term thereof and continued to this term and now the Appelt by Jonathan Grout Gent. his Attorney appears and the appellee though three times publickly called to come into Court makes default of his appearance here— Wherefore it is considered by the Court that the said Jonathan recover against the said Joseph the sum of three dollars and forty six Cents damages and Costs of Suit taxed at eleven dollars fifty seven Cents and thereof &c ——

Exd. issued Novr. 23d 1797—

Kingsbury
vs
Colton—
Sept. 251. 1797.

Leonard Kingsbury of Longmeadow and Elisha Washburne of Belchertown in the County of Hampshire Hatters Plaintiffs vs Elihu Colton of Long Meadow aforesaid Yeoman Defendant in a plea of the Case for that the said Elihu at Longmeadow aforesaid on the Seventh day of February in the Year of our Lord One thousand seven hundred and ninety four together with one Nathan Bliss, by their Note by them subscribed

for Value received jointly and severally promised the Plaintiffs ~~to pay them~~ by the Name of Kingsbury and Washburne that they the said Elihu and Nathan would pay to the said Kingsbury and Washburne the Sum of Nine pounds and eight shillings equal to thirty one dollars and thirty three Cents by the first day of May then next and if not then paid Interest till paid Yet the said Elihu and Nathan though often requested have not nor either of them paid the said Sum but each and both of them neglect and refuse so to do to the damage of the said Kingsbury and Washburne fifty dollars — This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Jon.ª Grout his Attorney appears and the Defendant though three times publickly called to come into Court makes defaulk of his appearance here — Wherefore it is considered by the Court that the said Leonard and Eliab recover against the said Elihu the Sum of twenty one dollars and forty Cents damages and Costs of Suit taxed at $11-27 & thereof &c

Exᵗ signed Nov. 23ᵈ 1797 —

Fay
v
Ward
Sept. 2d. 1797.

Leonard Fay of Willbraham in the County of Hampshire Husbandman Pltff v. Levi Ward of Brimfield in the same County Husbandman Deft. in a plea of the case for that the said Levi at Brimfield aforesaid on the ninth day of December last past by his Note of that date by him subscribed for Value received promised the plaintiff to pay him or order Eight pounds six shillings & ten pence equal to twenty seven dollars and eighty Cents to be paid in six months from the date of said note with Interest — also for that the said Levi at Brimfield aforesaid on the ninth day of January last past was indebted to the Plaintiff in other Sum of eight pounds six shillings and ten pence equal to twenty seven dollars and eighty Cents for so much money before that time by the said Levi had & received to the plaintiffs use and being so indebted he the said Levi then and there in consideration thereof promised the Plaintiff to pay him the last mentioned Sum in six months then next following — Yet said Levi though often requested hath not paid either of the sums aforesaid but neglects and refuses so to do to the damage of the said Leonard the Sum of Sixty dollars —

This Case was entered at the last term of this Court and continued to this Term and Now the plaintiff by Jonathan Grout Genl. his Attorney appears and the defendant though three times publickly called to come into Court makes defaulk of his appearance here Wherefore it is considered by the Court that the said Leonard Fay recover against the said Levi Ward the Sum of twenty nine dollars and Sixty Cents damages and Costs of Suit taxed at Eleven dollars thirty five Cents and thereof &c — after which the said Levi Ward by Stephen Pynchon Genl. his Attorney ~~app~~ comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same Appeal with effect —

Edward Frink of Ashford in the County of Windham and State of Connecticut Husbandman Pltff v. David Bullard of Ludlow in the County of Hampshire Husbandman Deft. in a plea of the Case for that the said David at said Ashford to wit at said Northampton on the fourteenth day of March last past by his Note of that date by him subscribed for Value received promised the Plaintiff to pay him twenty five dollars on demand with Interest Yet the said David though often requested hath never paid said Sum but neglects and refuses so to do — to the damage of the said Edward the Sum of Fifty dollars ——

Frink vs Bullard Sept. 25. 1797.

This Case was entered at the last term of this Court and continued to this term and now the Plaintiff by Jonathan Grout his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Edward recover against the said David the Sum of twenty five dollars and Eighty Cents damages and Costs of Suit taxed at $ 11. 31 and thereof &c

Exn issued Nov. 23. 1797.

Eber Robinson of Somers in the County of Tolland and State of Connecticut Trader Plaintiff v. Ephraim Woolcott Yeoman and James Woolcott Yeoman both of Wilbraham in the County of Hampshire Defendants in a plea of trespass on the Case for that whereas the said Ephraim and James at Wilbraham aforesaid on the twenty eighth day of April in the Year of our Lord seventeen hundred and ninety seven by their promissory note of that date for Value received promised the said Eber to pay him Sixty one dollars and Sixty Cents on demand with the lawful Interest for the same till paid — Yet the often thereto requested the said Ephraim and James or either of them have not paid the same or any part thereof but hitherto have and still do unjustly neglect it to the damage of the said Eber Seventy Dollars ——

Robinson vs Woolcot & al. Sept. 25d. 1797

This Case was entered at the last term of this Court and continued to this term — And now the Plaintiff by George Bliss Esq his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Eber Robinson recover against the said Ephraim and James the Sum of Sixty two dollars and Sixty Cents damages and Costs of Suit taxed at $ 14 – 79 and thereof &c

Exn issd Nov. 23d 1797. ——

Elisha Fuller of Ludlow in the County of Hampshire Gent. Plaintiff v. Edmund Allen of Belchertown in the same County Gent. Deft. in a plea of the Case for that the said Edmund at Ludlow aforesaid on the sixth day of June in the Year of our Lord one thousand seven hundred and ninety six by his promissory note in writing under his hand of that date for Value received promised the Pltff to pay him or order by the first day of September then next Twenty two dollars with Interest for the same till paid Yet the said Edmund though often thereto requested hath never the same but unjustly neglects and refuses so to do. To the damage of the said Elisha Thirty dollars ——

Fuller vs Allen Sept. 25. 1797

This Case was entered at the last term of this Court and continued to this term – And now at this term the Plaintiff by George Bliss Esq. his Atty. appears and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Elisha recover against the said Edmund the Sum of twenty one dollars and fifty Cents damages & Costs of Suit taxed at $12 ~~0~~ 0 and thereof &c. —

Exd. signed Nov. 23d 1797. —

Leavett
vs
Adams
Sept. 260. 1797.

Thaddeus Leavett of Suffield in the County of Hartford and State of Connecticut Esquire plaintiff vs. Ebenezer Adams of London in the County of Berkshire Trader Defendant in a plea of Trespass on the Case for that the said Ebenezer at Suffield to wit at Northampton aforesaid on the twenty fourth day of December in the Year of our Lord Seventeen hundred and ninety five by his promissory Note of that date for Value received promised the plaintiff to pay him Nine pounds one shilling and seven pence (equal to as the plaintiff avers to Thirty dollars and twenty six Cents) on demand with the lawful Interest for the same untill paid – Yet though often thereto requested the said Ebenezer hath never paid the same or any part thereof but hitherto hath neglected and still doth wholly neglect it – to the damage of the said Thaddeus Fifty dollars —

This Action was entered at the last term of this Court and continued to this term – And now the plaintiff by George Bliss Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Thaddeus recover against the said Ebenezer the Sum of Thirty three dollars and Seventy Seven Cents damages and Costs of Suit taxed at $ 12 29 and thereof &c

Exd. signed Novr. 23d 1797.

Rising
vs
Reed
Sept. 263. 1797

Abner Rising of Granville in the County of Hampshire Yeoman Pltff vs. Ahimaaz Reed of the same Granville husbandman Defendant in a plea of trespass on the Case for that whereas the said Ahimaaz at Granville aforesaid on the twenty eighth day of February in the year of our Lord one thousand seven hundred and ninety seven by his promissory Note in writing under his hand of that date for Value Recd promised one Samuel Clark to pay him or his order Seventy dollars by the first day of May then next ensuing the date thereof with the lawful Interest for the same till paid – and the said Samuel there afterwards the Contents of said note remaining wholly unpaid and before the said time of payment to wit on first day of March last past made his indorsement on the same Note, with his hand writing thereto subscribed and thereby for Value received appointed the Contents of said Note so being unpaid to be paid to the said Abner or his order according to the tenor thereof and of said indorsement of all which ~~d~~ Ahimaaz there afterwards on the same last mentioned day had notice and so became liable to pay the same to the said Abner and being so liable he the said Ahimaaz then and there in consideration thereof assumed on himself & promised the said Abner to pay him the same Contents according to the tenor thereof and of the said indorsement. Yet though often thereto requested the said Ahimaaz hath never paid the same or any part thereof to the Plaintiff

but hitherto hath neglected and refused and still doth neglect and refuse to pay the same to the damage of the said Abner Ninety Dollars — This Case was entered at the last Term of this Court and continued to this Term — And now the plaintiff by George Bliss Esq his attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Abner recover against the said Abimaar the Sum of Seventy three dollars and three Cents damages and Costs of Suit taxed at $ 11 07 and thereof &c —

Exn issued Novr 23d 1797 —

Robinson vs Sexton & al — Sept. 264. 1797.

Eber Robinson of Somers in the County of Tolland and State of Connecticut Merchant plaintiff vs David Sexton Yeoman and Asahel Sexton Yeoman both of Rutsell in the County of Hampshire, Defendants, in a plea of the Case for that the said David and Asahel at Somers to wit in Northampton aforesaid on the thirtieth day of April last past by their promissory Note of that date for Value received promised jointly and severally the Plaintiff to pay him forty seven dollars and forty five Cents on demand with lawful interest for the same till paid — Yet though often thereto requested the said David and Asahel or either of them have never paid the same or any part thereof but unjustly neglect it to the damage of the said Eber Sixty Dollars — This Case was entered at the last term of this Court and continued to this Time — And Now the Plaintiff by George Bliss Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eber recover against the said David and Asahel the Sum of Forty nine dollars and thirteen Cents damages and Costs of Suit taxed at $ 12.69 and thereof &c —

Exn issued Novr 23 1797.

Bliss vs Wood Sept. 265. 1797

Moses Bliss of Springfield in the County of Hampshire Esquire Plaintiff vs John Wood of Hawley in the same County Yeoman otherwise called John Wood late of Buckland in said County Yeoman Defendant in a plea of the case for that the said John at Springfield aforesaid on the fifth day of November in the Year of our Lord seventeen hundred and ninety four by his promissory Note of that date for Value received promised the Plaintiff to pay him or his order Eighteen pounds which the plaintiff owes is equal to Sixty dollars in two years from the date thereof with lawful Interest annually till paid Yet though often thereto requested the said John hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Moses Ninety Dollars — This Case was entered at the last term of this Court & continued to this Term — And now the Plaintiff by George Bliss Esq: his Atty appears — And the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Moses recover against the said John the Sum of $ 70.79 damages & Costs of Suit taxed at $ 70-61 and thereof &c.

Exn issued Novr 23. 1797.

Bliss
vs
Beard
Sept. 266. 1797

Moses Bliss of Springfield in the County of Hampshire Esquire plaintiff v. Aaron Beard of Hawley in said County Yeoman Defendant in a plea of the Case for that the said Aaron at Northampton aforesaid on the twenty fourth day of November in the Year of our Lord one thousand seven hundred and ninety three by his promissory Note of that date for Value recieved promised the said Moses to pay him or his order Twelve pounds equal as the plaintiff avers to forty dollars by the first day of January in the Year of our Lord one thousand seven hundred and ninety six with Interest to be paid annually from the first day of November till paid — Also for that the said Aaron there afterwards on the same twenty fourth day of November by his other promissory note of that date for Value recieved promised said Moses to pay him or his order one other Sum of Twelve pounds equal as the plaintiff avers to forty Dollars by the first day of May in the Year of our Lord one thousand seven hundred and ninety seven with Lawful Interest for the same annually till paid from the ~~said~~ first day of said November — Yet tho often thereto requested the said Aaron hath never paid the same or any part of either of said Sums or said Interest but hitherto has neglected and still doth unjustly neglect it to the damage of the said Moses Eighty dollars —

This Case was entered at the last term of this Court and continued to this term And now the plaintiff by George Bliss Esq. his attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Moses recover against the said Aaron the sum of Sixty six dollars and fourteen Cents damages and Costs of Suit taxed at $10.49 and thereof &c.

Executed Nov. 23d 1797. —

Bliss
vs
Demarcugne
Sept. 269. 1797

Oliver Bliss of Wilbraham in the County of Hampshire Gentleman Plff v. Ebenezer Demarcugne of the same Wilbraham Farmer, in a plea of trespass on the case for that whereas the said Ebenezer at Northampton aforesd on the nineteenth day of August in the Year of our Lord seventeen hundred and ninety seven was justly indebted to the said Oliver in the full sum of four hundred and ten dollars for so much money there before that time by the said Oliver for the said Ebenezer at his special instance and request paid laid out and expended and being so indebted the said Ebenezer then and there in consideration thereof assumed on himself & promised said Oliver to pay him the same sum on demand whenever after he should be thereto required — Also for that the said Ebenezer there afterwards on the same day was justly indebted to the said Oliver in other Sum of four hundred and ten dollars for so much money there before that time by the said Ebenezer to the use of the said Oliver had & recieved and being so indebted the said Ebenezer then and there in consideration thereof assumed on himself and promised the said Oliver to pay him the last mentioned Sum on demand — Also for that whereas the said Ebenezer there afterwards on the same day was justly indebted to the said Oliver in other sum of four hundred and ten dollars for the like sum of money there before that time by the said Oliver and at his special instance and request lent & advanced and being so indebted the said Ebenezer then and there in consideration thereof promised said Oliver to pay him the same Sum last mentioned on demand — Yet though often requested the said Ebenezer hath never paid said Sums or any part of either of them to the plaintiff but hitherto hath neglected and still doth unjustly neglect and refuse so to do — To the damage of the said Oliver two hundred and fifty Dollars —

This Case was entered at the last term of this Court and continued to this term —

And now the Plaintiff by George Bliss Esq his Attorney appears, and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Oliver recover against the said Ebenezer the sum of four hundred and ten dollars damages and Costs of Suit taxed at $ 11.1 and thereof &c.

Exn issued Novr 23d 1797.

Bliss vs Damoresque Sept 270. 1797 —

Alexander Bliss of Springfield in the County of Hampshire Yeoman Pltff vs Ebenezer Damoresque of Wilbraham in the County of Hampshire Yeoman Defendant, in a plea of trespass on the Case for that whereas the said Ebenezer at Springfield aforesaid on the twenty sixth day of November in the Year of our Lord seventeen hundred and ninety six by his promissory Note in writing under his hand of that date for Value recd promised said Alexander to pay him or his order thirty nine pounds sixteen shillings and ten pence equal as the plaintiff avers to One hundred thirty two dollars eighty Cents on demand with lawful Interest for the same till paid — Yet the often thereto requested the said Ebenezer hath never paid the same or any part thereof to the plaintiff but unjustly neglects it — Also for that whereas the said Ebenezer at Springfield aforesaid was justly indebted to the said Alexander on the first day of August instant in one other sum of One hundred dollars for divers goods Wares and Merchandizes there before that time by the said Alexander to the said Ebenezer at his special instance & request sold and delivered and being so indebted the said Ebenezer then & there in consideration thereof promised the said Alexander to pay him the last mentioned sum on demand — Yet though often thereto requested the said Ebenezer hath never paid the said last mentioned sum or any part thereof but unjustly neglects it — to the damage of the said Alexander two hundred and fifty dollars — This Case was entered at the last Term of this Court and continued to this term — And Now the plaintiff by George Bliss Esq his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Alexander recover of the said Ebenezer the sum of two hundred and thirty dollars & twenty Cents damages and Costs of Suit taxed at $ 10.61 — and thereof &c. —

Exn issued Nov. 23. 1797.

Morgan vs Walker Sept. 1797. —

Abner Morgan of Brimfield in the County of Hampshire Esq. Pltff vs Sylvanus Walker of Palmer in the same County Husbandman Deft — This Case (in a plea of the Case for that the said Sylvanus by the Name of Sylvanus Walker Junr with one Sylvanus Walker now decd &c as by the Declaration in the Writ at large on file) — was entered at the last term of this Court and continued to this term and now at this term neither of the parties appear here in Court and this Case is dismissed —

Johnson & ux
vs
Ellinwood
Sept 27 1797

Peter Johnson and Zenas Lillie both of Suffield in the County of Hartford and State of Connecticut Yeomen - plaintiffs vs. Tertius Ellinwood of Brimfield in the County of Hampshire Joiner Defendant in a plea of the Case for that whereas the said Tertius at said Brimfield on the first day of November last past. by his promissory Note of hand by him subscribed of that date for Value received promised the said Peter and Zenas to pay them or their order the Sum of Sixty Six dollars and Sixty Six Cents lawful Money by the first day of August then next - if not then paid then Interest after that time till paid - Yet the said Tertius the often requested hath not paid the Contents of said Note but neglects it — To the damage of the said Peter and Zenas the Sum of One hundred dollars ——

This Case was entered at the last term of this Court and continued to this term - And now the plaintiffs by Abner Morgan Esq. their Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Peter and Zenas recover against the said Tertius the Sum of Seventy one dollars eighty three Cents damages and Costs of Suit taxed at $ 12-25 and thereof &c —

Exd signed Nov. 22d 1797.

Newell
vs
Dumasgne
Sept. 27 1797

Daniel Newell of Wilbraham in the County of Hampshire Yeoman Plaintiff vs. Ebenezer Dumasgne of the same Wilbraham Tanner Defd. in a plea of the Case for that whereas the said Ebenezer at said Wilbraham on the twenty seventh day of May in the Year of our Lord One thousand seven hundred and ninety six by his promissory Note of hand by him subscribed of that date for Value received promised the said Daniel to pay him or his order the sum of One hundred and Ninety Dollars on demand with Interest — Yet the said Ebenezer though often requested hath not paid the Contents of said Note but neglects it, to the damage of the said Daniel Three hundred Dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Abner Morgan Esq his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Daniel recover against the said Ebenezer the Sum of two hundred and six dollars Sixty five Cents damages & Costs of Suit taxed at $ 10.77 and thereof &c

Exd signed Nov. 22d 1797 —

Dunbar
vs
Blood
Sept. 28 1797

Elijah Dunbar of Canton in the County of Norfolk Esquire Pff. vs. Jacob Blood Junr. of South Brimfield in the County of Hampshire Gentleman Defendt. in a plea of the Case &c as by the declaration in the Writ on file — This Case was entered at the last term of this Court and continued to this term - And now the parties, though three times publickly called to come into Court make default of their appearance here and this Case is thereupon dismissed

Morse
v.
Phillips
Sept. 28d. 1797—

Willard Morse of Worthington in the County of Hampshire Saddler plaintiff v. Ezra Phillips of Chesterfield in the same County Yeoman defendant, in a plea of the Case for this that whereas the said Ezra at Worthington aforesaid on the twenty fourth day of March last past by his promissory Note of hand of that date for Value received promised the plaintiff to pay him the sum of fifteen dollars in good merchantable pine boards at the market price by the first day of May then next— and the plaintiff in fact says that he has always been ready to receive the same Sum in boards according to the tenor of said Note, to wit, in Worthington aforesaid— Yet the said Ezra altho often thereto requested has never performed his said promise but neglects to do it — to the damage of the said Willard the Sum of Thirty Dollars. —
This Case was entered at the last term of this Court and continued to this term And now the plaintiff by Jon^a Woodbridge Gentleman his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Willard recover against the said Ezra the Sum of fifteen dollars forty eight Cents damages and Costs of Suit taxed at $ 10-41 and thereof &c —

Ex^n issued Nov. 23^d 1797.

Meach
v.
Cottrill
Sept. 28d — 1797

Cyprian Meach of Worthington in the County of Hampshire Yeoman Pltff v. Nicholas Cottrill of the same Worthington Yeoman defendant in a plea of trespass on the Case for this that whereas one Thomas Wilber at Worthington aforesaid on the twenty seventh day of July in the year of our Lord one thousand seven hundred and ninety six by his promissory Note of hand of that date for Value received promised the said Nicholas to pay him or his order forty dollars in one year from the date with lawful interest and whereas afterwards to wit on the same day no part of said Sum being then paid the said Nicholas by his indorsement on the back of said Note with his hand subscribed for Value received ordered the Contents of said Note to be paid to the Plaintiff according to the tenor of said Note and whereas afterward to wit on the day of the purchase of this Writ the said Cyprian presented the said Note to the said Thomas for payment and the said Thomas then and there neglected and refused to pay the Contents of said Note of which the said Nicholas had due notice and by means of the premises and by force of the Law in such cases provided the said Nicholas became and is liable to pay the Contents of said Note to the plaintiff and being so liable then and there in Consideration thereof assumed on himself and promised the plaintiff to pay him the Contents of said Note on demand Yet the said Nicholas altho thereto often requested has never performed his said Promise but unjustly neglects & refuses to do it To the damage of the said Cyprian Meach Sixty Dollars —
This Case was entered in this Court at the last term thereof and continued to this Term— And now at this term the Plaintiff by Jonathan Woodbridge Gentleman his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said Cyprian recover against the said Nicholas the Sum of forty three dollars and twenty Cents damages and Costs of Suit taxed at $ 11-27 and thereof &c —

Ex^n issued Dec. 6. 1797. —

Hayden
vs
Tyler
Sept. 289 1797

Isaac Hayden of Conway in the County of Hampshire Labourer Plaintiff vs. Rufus Tyler of Partridgefield in the County of Berkshire Gentleman Defendant on a process of Confession in a plea of the Case &c as by the Declaration in the Writ on file — This Case was entered in this Court at the last term thereof and continued to this term and now at this term neither of the parties at the three times publickly called appear and this Case is dismissed — — —

Nichols appt.
vs
Barnes et Ux.
Sept. 290. 1797.

William Nichols of Worthington in the County of Hampshire Yeoman Appt. vs. Samuel Barns of Cambridge in the State of New York and Mary his Wife Appellees from the Judgment of Samuel Hinchley Esq. one of the Justices of the peace for the said County of Hampshire — wherein the said Samuel & Mary were the Plaintiffs and the said William defendant, in a plea of the Case for that the said William at said Worthington on the Seventh day of April last past by his Note in writing under his hand of that date for Value received promised to pay to the said Mary thirteen dollars and six Cents on demand with Interest — yet the said William hath never paid the said Samuel or Mary the Contents of said Note but unjustly neglects it — to the damage of the said Samuel and Mary thirteen dollars and thirty Cents — — —
This Case was entered in this Court at the last Term and continued to this Term — And now the Appellant though three times publickly called to come into Court and prosecute his said appeal makes default of his appearance here — The Appellees by P. Parsons Gent. their Attorney appear — Wherefore it is considered by the Court that the said Samuel and Mary recover against the said William the Sum of thirteen dollars and sixty nine Cents damages and Costs of Suit taxed at $ 19.32 and thereof &c —

Exn issued Novr 25. 1797.

Rand
vs
Graves —
Sept. 292. 1797.

Aaron Rand of Deerfield in the County of Hampshire Trader plaintiff vs. Joel Graves of Conway in the same County Yeoman Defendant in a plea of the Case for that whereas the said Graves at Northampton aforesaid on the fifteenth day of April last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the sum of Nine pounds twelve shillings and two pence (equal to thirty ~~three~~ two dollars and three Cents) on demand with Interest — yet he hath never paid the same altho requested but neglects it to the damage of the said Aaron forty dollars — This Case was entered at the last term of this Court and continued to this term and now the plaintiff by ~~Simeon Strong~~ ~~his Gentlemanlike~~ Richard E. Newcomb Gentl. his Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Aaron recover against the said Joel the Sum of thirty three dollars twenty Cents damages and Costs of Suit taxed at ten dollars and thirty three Cents and thereof &c — After which the said Aaron by S. Strong Gent. Gentlemen his Attorney come here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court ~~next~~ to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. —

~~Rand~~
Same
vs
Hildreth
Sept. 294. 1797.

Amos Rand of Deerfield in the County of Hampshire Trader Plaintiff vs. Abel Hildreth of Deerfield in said County Yeoman Defendant — in a plea of the Case for that whereas the said Hildreth at Northampton aforesaid on the twenty first day of March last past by his Note of hand of that date for Value received promised the plaintiff to pay him or order

the Sum of thirteen dollars and thirty four Cents in sixty days from the date of said Note with Interest – Yet he hath never paid the same though requested but neglects it to the damage of the said Rand twenty dollars —
This Case was entered at the last term of this Court and continued to this term – And now the plaintiff by Richard E Newcomb Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Aaron recover against the said Abel the Sum of thirteen dollars and eighty eight Cents damages and Costs of Suit taxed at $ 10-9 and thereof &c —

Exd signed Nov. 25. 1797.

Arms v. Clark Sept. 29. 1797.

Solomon Arms of Greenfield in the County of Hampshire Yeoman Pltff v. William Clark of the same Greenfield Yeoman Defendant in a plea of the case for that whereas the said Clark at Northampton aforesaid on the twenty seventh day of March last past by his note of hand of that date for Value received promised the plaintiff to pay him or order the sum of four pounds twelve shillings L. M. (meaning lawful money) equal to sixteen dollars and thirty four Cents. by the first day of June then next with Interest Yet he hath never paid the same though requested but neglects it to the damage of the said Solomon thirty dollars —
This Case was entered at the last term of this Court and continued to this term And now the plaintiff by Richard E Newcomb Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Solomon recover against the said William the sum of fifteen dollars and ninety three Cents damages and Costs of Court taxed at $ 11.39 and thereof &c.

Exd signed Nov. 25. 1797. —

Wilkinson &c. v. Bigelow Sept. 29. 1797.

Oliver Wilkinson Ozias H Newton and Aaron Green all of Greenfield in said County late Joint partners in trade, Pltff v. Jonathan Marsh Bigelow of Montague in said County in a plea of the Case for that whereas the said Jonathan at Northampton aforesaid on the twentieth day of February last past by his Note under his hand of that date for Value received promised the Plaintiffs by the Name of Oliver Wilkinson & Co. to pay them or order seventy seven dollars and thirty one Cents on demand with Interest – Yet he hath never paid the same altho requested but neglects it to the damage of the said Oliver Ozias and Aaron the Sum of One hundred and twenty dollars —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Richard E Newcomb Esq his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Oliver, Ozias, and Aaron recover against the said Jonathan the Sum of Eighty dollars and seventy six Cents damages & Costs of Suit taxed at $ 10.93 and thereof &c —
After which the said Jonathan by Jon Lovell Gent. his Attorney come into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surety for his prosecuting the same appeal with effect —

Alvord & others
vs
Lucas
Sept. 29d. 1797

Caleb Alvord of Greenfield in the County of Hampshire Gentleman Administrator and Samuel Smead of the same Greenfield Administratrix of the Goods and Estate that were of Abner Smead late of Greenfield aforesaid deceased intestate plaintiffs v. Samuel Lucas of the same Greenfield Yeoman Defendant in a plea of the Case for that whereas the said Lucas at Northampton aforesaid on the fifth day of June in the year of our Lord One thousand seven hundred and ninety five by his Note under his hand of that date for Value received the said Abner then in full Life to pay him or order the Sum of One hundred pounds / equal to three hundred and thirty three dollars and thirty three Cents in one year from the first day of January then next after the date of said Note with Interest after the fifteenth day of October then next — Yet he hath never paid the same to the said Abner in his life time though requested nor has he paid the same to the plaintiffs since the decease of the said Abner though thereunto requested but neglects it, to the damage of the said Caleb & Hannah in their said Capacity Six hundred dollars ——

This Case was entered at the last term of this Court and continued to this term and now the plaintiffs by Richard E Newcomb Gentleman their Attorney appear and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Caleb and Hannah recover against the said Samuel / in their said capacity / the Sum of three hundred and seventy five dollars damages and Costs of Suit taxed at nine dollars and forty seven Cents & thereof &c ——

after which the said Samuel by Wright Strong Genl. his Attorney comes appears here in Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect ——

Hunter
vs
Newton
Sept 30d. 1797

Isaac Hunter Junr. of New Braintree in the County of Worcester Yeoman Pltff. v. Lucretia Newton late resident in Gill in the County of Hampshire Spinster defendant in a plea of trespass on the Case for that one Rufus Howe on the sixth day of May last past at New Braintree aforesaid to wit at said Northampton and long before was and still is the plaintiffs apprentice and Servant duly bound to the plaintiff to dwell with and serve him for the space of thirteen years from the thirtieth day of December last past, of all which the said Lucretia was then and there well knowing — Yet the said Lucretia contriving to defraud the plaintiff and to deprive him of all the profit and benefit of the Service of said apprentice, did on the sixth day of May aforesaid at New Braintree to wit at Northampton aforesaid entice and procure the said Rufus then being the apprentice and Servant of the said Hunter as aforesaid, without the plaintiffs leave and against his Will to desert and leave the plaintiffs Service, by means of which enticement the said Rufus afterwards to wit on the sixth day of May aforesaid, did leave the service of the plaintiff and the said Lucretia on the same day admitted the said Rufus into her the said Lucretias Service and has ever since retained & kept him therein whereby the plaintiff has lost all the benefit and profit of the service of the said apprentice and Servant from the aforesaid sixth of May to the day of the date of this Writ all which is to the damage of the said Isaac Seventy Dollars ——

This Case was entered at the last term of this Court - at which Term the plaintiff by Richard E. Newcomb Gent. his Attorney appeared and the Defendant although three times publickly called to come into Court made default of her appearance after which this Case was continued to this term for Judgment - and now at this term the plaintiff appears. Wherefore it is considered by this Court that the said Isaac recover against the said Lucretia the Sum of fourteen dollars damages and Costs of Suit taxed at $ 11. 59 and thereof &c.

Exd. signed Nov. 25th 1797.

Willard vs Alexander Sept. 306. 1797.

Beriah Willard of Greenfield in the County of Hampshire trader plaintiff vs Eliphaz Alexander of Gill in the same County Yeoman alias Gent. Defendt. in a plea of the Case for that the said Alexander at Northampton aforesaid on the twelfth day of November last past by his Note of hand of that date for Value received promised the plaintiff to pay him or his order the sum of forty one dollars and ninety five Cents on demand with Interest. Yet he hath never paid the same though requested but neglects it — to the damage of the said Beriah Willard Sixty dollars — —

This Case was entered at the last term of this Court and continued to this term And now the plaintiff by Richard E. Newcomb Gent. his attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Beriah recover against the said Eliphaz the sum of forty three dollars and forty two Cents damages and Costs of Suit taxed at $ 10-89 and thereof &c —

After which the said Eliphaz by Sol. Rose Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Same vs Stone Sept. 307. 1797

Beriah Willard of Greenfield in the County of Hampshire Trader Plaintiff vs John Stone of the same Greenfield Physician defendant in a plea of the Case for whereas the said Stone at Greenfield aforesaid by his Note under his hand of that date for Value received promised the plaintiff to pay him or order One hundred and eighty dollars and seventy eight Cents on demand with Interest Yet he hath never paid the same though requested but neglects it to the damage of the said Willard two hundred and fifty dollars. — — —

This Case was entered at the last term of this Court and continued to this Term - And now the plaintiff by Richd. E. Newcomb Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Beriah Willard recover against the said John Stone the sum of One hundred Ninety one dollars and Sixty two Cents damages and Costs of Suit taxed at nine dollars forty seven Cents and thereof &c — After which the said John by Jonathan Leavett Gent. his Attorney comes here into Court & appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with Effect —

Pierce
vs
Wells
Sept. 310. 1797.

Samuel Pierce of Greenfield in the County of Hampshire Yeoman pltff
vs Obed Wells of the same Greenfield Gentleman Defendt. in a plea of the Case
for that whereas the said Wells at said Greenfield on the seventh day of May
in the Year of our Lord One thousand seven hundred and ninety six by his
Note under his hand of that date for Value received promised the plaintiff
to pay him or his order fifty dollars lawful money to be paid by the seventh day
of May next after the date of said Note with Interest Yet he hath never paid the
same though requested but neglects it to the damage of the said Samuel
Seventy dollars. This Case was entered at the last Term of this Court and continued
to this term - and now the plaintiff by Richard E Newcomb Gent. his Attorney
appears and the defendant altho three times publickly called to come into
Court makes default of his appearance here - Wherefore it is considered by
the Court that the said Samuel recover against the said Obed fifty
four dollars and fifty Cents damages and Costs of Suit taxed at $12.9
and thereof &c - After which the said Obed by Jonathan Lovett Gent.
his Attorney comes here into Court and appeals from the Judgment of
this Court to the Supreme Judicial Court to be holden at Northampton
within and for the County of Hampshire on the last tuesday of April
next and recognizes with Sureties for his prosecuting the same appeal
with effect.

Brown
vs
Chapin
Sept. 311. 1797

Thomas Brown of Leyden in the County of Hampshire Yeoman Pltff.
vs Selah Chapin of the same Leyden Yeoman defendant in a plea of
the Case for that the said Selah at Leyden aforesaid on the twenty seventh
day of June in the Year of our Lord one thousand seven hundred & ninety
six by his Note under his hand of that date for Value received promised
the plaintiff to pay him the sum of Eighty dollars to be paid the twenty
fifth day of December then next with Interest Yet he hath never paid
the same though requested but neglects it to the damage of the said
Thomas as he saith the sum of Seventy dollars —
This Case was entered at the last term of this Court and continued to this
term and now at this term the plaintiff by Richard E Newcomb Gent.
his Attorney appears and the defendant altho three times publickly called
to come into Court makes default of his appearance here, Wherefore it is
considered by the Court that the said Thomas recover against the said Selah
the sum of twenty six dollars and thirty six Cents damages and Costs of
Suit taxed at twelve dollars and forty Cents and thereof &c —
After which the said Selah by Jonathan Lovett Gentleman his Attorney comes
here into Court and appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Northampton within and for the County of
Hampshire on the last tuesday of April next, and recognizes with Sureties
for his prosecuting the same appeal with effect.

Willard
vs
Bordwell
Sept. 312. 1797.

Beriah Willard of Greenfield in the County of Hampshire Trader Pltff
vs Moses Bordwell of Montague in the same County Yeoman Defendant
in a plea of the Case for that the said Moses at Greenfield aforesaid on
the twenty sixth day of July in the year of our Lord one thousand seven
hundred and ninety six by his note under his hand of that date for
Value received promised the said Beriah to pay him or order the
Sum of Eighty seven dollars and Seventy four Cents on demand with

Interest. Yet he hath never paid the same though requested but neglects it — To the damage of the said Benah One hundred and eighty dollars. — —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Richard E Newcomb Gent. his Attorney appears — and the defendant altho Three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Benah recover against the said Moses the Sum of ninety four dollars and fifty three Cents damages and Costs of Suit taxed at $ 11.29 & thereof &c — after which the said Moses by Jonathan Leavett Gent. his attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Securities for his prosecuting the same appeal with effect. —

Lamb v Barnes Sept. 313. 1797.

Elijah Lamb of Greenfield in the County of Hampshire trader Plaintiff v. Noadiah Barnes of Rowe in the same County Yeoman defendant in a plea of the Case &c as by the Writ and declaration on file — This Case was entered in this Court at the last Term — when the Plaintiff by Richard E Newcomb Gent. his attorney appeared and the defendant tho three times publickly called to come into Court made default of his appearance — after which this Case was continued to this term for Judgment and now at this term the plaintiff becomes nonsuit & this Case is dismissed

Stewart v Tillotson Sept. 314. 1797

Lemuel Stewart of Williamstown in the County of Berkshire Gentleman plaintiff v. Abel Tillotson of Granville in the County of Hampshire Yeoman Defendant in a plea of trespass on the Case for that the said Abel at said Northampton on the second day of January last by his note in writing under his hand of that date for Value received promised the said Lemuel to pay him or his order seven pounds 6/8 meaning seven pounds six shillings and eight pence, equal to twenty four dollars forty four Cents and five mills, by the first day of May, meaning May then next with Interest — and the said Lemuel avers the said time of payment has long since past — Yet the said Abel though often thereto requested has never performed his said promise but he unjustly refuses to do it to the damage of the said Lemuel the Sum of forty Dollars — This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by John Chandler Williams Esq. his attorney appears and the defendant though three times publickly called to come into Court, makes default of his appearance here wherefore it is considered by the Court that the said Lemuel recover against the said Abel Tillotson the Sum of twenty five dollars seventy two Cents damages and Costs of Suit taxed at $ 12.78 and thereof &c

Ex.d Issued Nov. 22d. 1797. —

Same v Reed Sept. 316. 1797.

Lemuel Stewart of Williamstown in the County of Berkshire Gent. Pltff. v. Ahimaaz Reed of Granville in the County of Hampshire husbandman alias Gent. defend.t in a plea of the Case &c as by the plaintiffs Writ and declaration on file — This Case was entered at the last Term of this Court — at which term the Def.t was defaulted and the Case continued to this term for Judgment and now the plaintiff becomes nonsuit & the case is dismissed

Hersey vs Danielson Sept. 318. 1797

Thomas Hersey of Brimfield in the County of Hampshire Physician Pltff. vs Daniel Danielson of Brimfield aforesaid Husbandman Defendt. in a plea of the Case for that the said Daniel at said Brimfield on the tenth day of March last past by his Note under his hand of that date for Value received promised the said Thomas to pay him or his order the sum of fifty dollars and fifty seven Cents on demand with Interest — Also for that the said Daniel at sd. Brimfield on the twenty fifth day of April last past by his other Note under his hand of that date for Value received promised the said Thomas to pay him or order twenty dollars and sixty five Cents on demand with Interest. Yet the said Daniel though often requested hath never paid either of said Sums or ever fullfilled either of his said promises but unjustly neglects to do it — to the damage of the said Thomas One hundred dollars — —
This Case was entered at the last term of this Court and continued to this term — And now the plaintiff by Stephen Pyncheon Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Thomas recover against the said Daniel the sum of Seventy Six dollars and eight Cents damages and Costs of Suit taxed at $ 13-8 and thereof &c —

Exn. signed Nov. 22d. 1797 —

Lumbart vs Thompson Sept. 320. 1797.

Thomas Lumbard Junr. of Brimfield in the County of Hampshire Yeoman Pltff vs Sylvanus Thompson of Greenwich in the same County Innholder Defendant in a plea of the Case &c as by the Writ & declaration on file. This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff becomes nonsuit, the Defendant is defaulted & this Case is dismissed —

Burt vs Washburne Sept. 321. 1797.

Calvin Burt of Long Meadow in the County of Hampshire Merchant plaintiff vs Eliab Washburne of Belchertown in said County Shoemaker Deft. in a plea of the Case for that the said Eliab at said Long Meadow on the thirteenth day of September in the year of our Lord Seventeen hundred and ninety three by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him or order twenty one dollars five dimes and five Cents equal to ~~fifty~~ twenty one dollars and fifty five Cents lawful money on demand with lawful Interest for the same till paid — Yet said Eliab though often requested hath never paid the same to the plaintiff but unjustly neglects it to the damage of the said Calvin twenty dollars —
This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Wm. Ely Gentleman his Attorney appears, and the defendant though three times publickly called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said Calvin recover against the said Eliab the Sum of fourteen dollars and seventy six Cents damages and Costs of Suit taxed at ten dollars and eighty three Cents and thereof &c —

$ 14-76
$ 10. 83
$ 25.59

Exn. signed Nov. 23d. 1797

Zadock Granger of Suffield in the County of Hartford and State of Connecticut Gentleman and Ruth Rowe of Suffield aforesaid, Spinster plaintiffs vs. Elijah Johnson of Granby in the County of Hampshire Yeoman defendant, in a plea of the case for that the said Elijah at Granby on the twenty sixth day of April in the Year of our Lord seventeen hundred and ninety four, by his promissory note under his hand of that date for Value received promised the plaintiffs to pay them One hundred and five pounds lawful money equal to three hundred and fifty dollars within three years next ensuing the date of said Note with lawful Interest for the same untill paid — Yet said Elijah tho often thereto requested hath never paid the plaintiffs the same sum or in any way performed his said promise but neglects & refuses to do it — to the damage of the said Zadock & Ruth five hundred dollars. This Case was entered at the last term of this Court & continued to this Term and now at this Term the plaintiffs by William Ely Gent. their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance here, Wherefore it is considered by the Court that the said Zadock and Ruth recover against the said Elijah the Sum of four hundred and twenty four dollars thirty eight Cents damages and Costs of Suit taxed at $11.53 and thereof &c. —

Granger et al. vs Johnson Sept. 328. 1797.

Exn. issued Nov. 23d. 1797. —

Stephen Miller of Middletown in the County of Middlesex & State of Connecticut Yeoman, plaintiff vs. Joseph Clapp Junr. of Easthampton in the County of Hampshire Yeoman Defendant, in a plea of the Case for that the said Joseph at said Easthampton on the twenty sixth day of May in the Year of our Lord seventeen hundred and ninety seven by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him on demand the Sum of twelve pounds lawful money equal to forty dollars within thirty days from the date of said Note with lawful Interest for the same untill paid — Yet the said Joseph altho often thereto requested hath never paid the plaintiff the same but unjustly neglects it — To the damage of the said Stephen fifty dollars —

Miller vs Clapp Sept. 329. 1797

This Case was entered at the last term of this Court and continued to this term, and now the plaintiff by William Ely Gent. his Atty. appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Stephen recover against the said Joseph the sum of forty dollars eighty nine Cents damages & Costs of Suit taxed at $12.45 and thereof &c —

Exn. issued Novr. 23. 1797. —

Samuel Porter of Hadley in the County of Hampshire Gent. plaintiff vs. Lyndon Hibbard of Shelburne in said County, Yeoman in a plea of the Case for that the said Lyndon at said Shelburne on the twenty first day of March in the Year of our Lord seventeen hundred and ninety seven by his promissory Note under his hand of that date for Value received

Porter vs Hibbard Sept. 331. 1797.

promised the plaintiff to pay him or order the sum of Sixty dollars by the first day of May then next with Interest for the same till paid – Yet the said Lynde tho often thereto requested hath never paid the plaintiff the same but neglects and refuses to do it to the damage of the said Samuel as he saith the Sum of One hundred dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Wm Eby Gent. his Attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here – wherefore it is considered by the Court that the said Samuel recover against the said Lynde the Sum of thirty three dollars & forty two Cents damages and Costs of Suit taxed at $ 8-63 and thereof &c

Exd signed Nov. 23. 1797 —

Phelps et al vs Track et al — Sept 333. 1797

Charles Phelps Esquire and Samuel Porter Esquire both of Hadley in the County of Hampshire Executors of the last Will and testament of Elisha Porter late of said Hadley deceased plaintiffs vs Rufus Track of Palmer in the same County Yeoman and Israel Track of Belchertown in the same County Physician defendants in a plea of the Case for that the said Rufus and Israel at Hadley aforesaid on the Twenty fifth day of April in the Year of our Lord Seventeen hundred and ninety six by their note under their hand of that date for Value received promised the said Elisha then in full life to pay him or his order the Sum of Seventy dollars and forty eight Cents within one Month from the date of said note and if not then paid lawful Interest after that time untill paid – Yet the said Rufus and Israel though often requested in the life time of the deceased have not nor hath either of them ever paid him the same – nor have they since paid the plaintiffs the same or any part thereof but unjustly neglected and still neglect and refuse to do it. — To the damage of the said Charles and Samuel in said Capacity One hundred dollars — This Case was entered at the last term of this Court & continued to this Term – and now the plaintiffs by William Eby Gent. his Attorney appears and the defendants though three times publickly called to come into Court make default of their appearance here – Wherefore it is considered by the Court that the said Charles and Samuel in their said capacity recover against the said Rufus and Israel the Sum of fifty dollars & fifty two Cents damages and Costs of Suit taxed at $ 8-23 & thereof &c.

Exd signed Nov. 23. 1797

Woodbridge vs Dean Sept 334. 1797.

Samuel Woodbridge of Norwich in the County of New London and State of Connecticut, Merchant Plaintiff vs Lot Deane of Ware in said County of Hampshire Yeoman defendt in a plea of the Case for that the said Lot at Norwich to wit at Northampton aforesaid on the eighth day of December in the Year of our Lord one thousand seven hundred and ninety Six by his promissory note under his hand of that date for Value received promised the plaintiff to pay him or order Sixty Seven pounds seventeen shillings and five pence equal to two hundred and twenty six dollars and twenty one Cents lawful money in four Months from the date with Interest, meaning thereby lawful Interest for the same till paid — Also for that the said Lot at said Northampton on the same day & year aforesaid was justly indebted to the plaintiff in the sum of one dollar & eighty three Cents lawful money for goods Ware and Merchandises there before that time by the Pltff to the said Lott sold and delivered at his special instance and request and being so indebted he the said Lot then and there in

Consideration thereof undertook and to the plaintiff faithfully promised to pay him the said last mentioned Sum whenever after he should be thereto requested. — Yet the said Lot though often thereto requested hath never paid the plaintiff the sums aforesaid or either of them but neglects and refuses so to do — to the damage of the said Samuel Woodbridge three hundred Dollars. — This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by William Ely Gent. his Attorney appears — and the said Lot Sears by Solomon Vose Gent. his Attorney comes and defends &c and reserving liberty to waive this plea and plead anew at the Supreme Judicial Court says he is not guilty in manner and form as the plaintiff has declared against him and thereof puts himself on the Country. — And the said Samuel by his Att'y. consenting to the above reservation says the plea by the said Lot above pleaded is bad and insufficient & that he is not bound to answer to it by Law and this he is ready to verify — wherefore he prays Judgment for his damages and Costs — And the said Lot says his plea is good and sufficient and this he prays may be enquired of. Sol. Vose. — All which being seen and understood by the Court it appears to the Court that the plea of the said Lot above pleaded is bad and insufficient answer to the declaration of the said Samuel — Wherefore it is considered by the Court that the said Samuel recover against the said Lot the sum of two hundred and forty dollars and Seventy six Cents damages and Costs of Suit taxed at eight dollars and twenty three Cents — and thereof &c — Whereupon ~~it is considered~~ the said Lot by Henry Merrick Esq. his Attorney ~~comes~~ appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next & recognizes with Sureties for his prosecuting the same appeal with Effect —

Hubbard v. Eddy — Sept. 336. 1797.

Calvin Hubbard of Paris in the County of Herkimer and State of New York Yeoman plaintiff v. James Eddy of Wilbraham in the County of Hampshire Yeoman defendant, in a plea of the case for that the said James at Paris aforesaid to wit at Northampton aforesaid on the eighteenth day of May in the Year of our Lord seventeen hundred and ninety six by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him or order the sum of twenty dollars payable the first of december then next with Interest for the same till paid — ~~yet~~ also for that the said James at said Paris viz afterwards to wit at Northampton aforesaid on the day and Year aforesaid, by his other promissory note of the like date for Value received promised the pltff to pay him or his order the Sum of twenty five dollars, by the first day of December then next with the lawful Interest for the same sum untill paid — Yet said James though often thereto requested hath never paid the plaintiff either of the sums aforesaid but unjustly neglects it — to the damage of the said Calvin the Sum of Fifty dollars — This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by Wm Ely his attorney appears and the defendant though three times publickly called to come into Court makes default of his appearance here — Where-

Wherefore it is considered by the Court that the said Calvin recover against the said James the Sum of thirty eight dollars thirty Cents damages and Costs of Suit taxed at thirteen dollars, thirteen Cents ~~damages~~ Costs of Suit taxed at $ 13-13. and thereof &c. — — — —
After which the said James by J. Hooker Esq his Attorney comes into Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties to prosecute the same appeal with effect. — —

Phelps et al. vs Read — Sept. 337. 1797.

Charles Phelps and Samuel Porter of Hadley in the County of Hampshire Executors of the last Will and testament of Elisha Porter late of said Hadley deceased plaintiffs vs. Joseph Read of Belchertown in the same County a deputy Sheriff under Ebenezer Mattoon Junr. Esq. Sheriff of the same County, Defendt. in a plea of the Case &c as by the declaration in the Writ on file — This Case was entered at the last term of this Court and continued to this term and now the plaintiff is nonsuit - the defendant is defaulted and this Case is dismissed — —

Braddock vs Clark et al. Sept. 338. 1797

Michael Braddock of Middletown in the County of Middlesex and State of Connecticut plaintiff vs. Eliezer Clark Yeoman and Bohan Clark Yeoman both of East hampton in the County of Hampshire Defendants in a plea of the Case for that whereas the said Eliezer and Bohan at East hampton aforesaid on the twenty fifth day of May last past by their note ordering under their Hand of that date for Value received promised within thirty days from date of said Note to pay the said Michael the sum of Nine pounds two shillings and four pence equal to thirty dollars and thirty nine Cents with Interest for the same untill paid - Yet said Eliezer and Bohan though often requested have never paid the plaintiff the same sum or any part thereof but unjustly neglect it — To the damage of the said Michael the Sum of forty dollars —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by William Ely Gent. his Atty appears and the Defendants altho three times publickly called to come into Court makes default of their appearance here — Wherefore it is considered by the Court that the said Michael recover against the said Eliezer and Bohan the Sum of thirty one dollars twenty six Cents damages and Costs of Suit taxed at $ 17-3 and thereof &c.

Exd issued Novr. 2d. 1797.

Hubbard vs Eddy — Sept. 339. 1797

Calvin Hubbard of Paris, Herkimer County & State of New York Yeoman plaintiff vs. James Eddy of Willbraham in the County of Hampshire defendant in a plea of the Case for that the same James at Paris to wit at Northampton aforesaid on the eighteenth day of May in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of twenty five dollars, payable on the first day of December then next with Interest for the same untill paid - Yet the said James tho often thereto requested hath never paid the same sum but unjustly neglects it to the damage of the said Calvin forty dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Wm Eby Gent. his attorney appears and the defendant though three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Calvin recover against the said James the sum of twenty seven dollars and eleven Cents damages & Costs of Suit taxed at $16-30 and thereof &c.

Exd. Jsued Novr. 23d. 1797

Joseph Hemenway of New Salem in the County of Hampshire Yeoman a deputy Sheriff under Ebenezer Mattoon Junr. Esquire Sheriff of the same County plaintiff vs Martin Stevens of Warwick in the County aforesaid Yeoman Defendant in a plea of the Case for that the said Martin at Orange on the twenty first day of April last past by his note under his hand of that date for Value received promised the said Joseph to pay him or his order the sum of fourteen dollars on demand with the lawful Interest for the same sum untill paid — Also for that the said Martin at sd. Orange on the fifteenth day of May last past by his Note under his hand of that date for Value received promised the said Joseph to pay him or order the Sum of twenty six dollars and thirty six Cents on demand with lawful Interest for the same untill paid — Yet the said Martin though often requested hath never performed either of his said promises but neglects and refuses to do it to the damage of the said Joseph the sum of Sixty dollars — This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Edward Upham Gent. his Attorney appears — and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Martin the Sum of forty one dollars and fifty nine Cents damages and Costs of Suit taxed at $12-46 and thereof &c — After which the said Martin by Solomon Vose Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his ~~appearance~~ prosecuting the same appeal with effect.

Hemenway vs Stephens — Sept. 340. 1797

Benjamin Smith of Conway in the County of Hampshire Yeoman Pltff vs Caleb Sheldon of the same Conway Yeoman defendant, in a plea of the Case for that the said Caleb at Conway aforesd on the eleventh day of November last past by his Note under his Hand of that date for Value received promised the said Benjamin to pay him or his order the sum of Eleven pounds ten shillings (equal to thirty eight dollars & thirty three Cents) by the first day of April then next with lawful Interest for the same untill paid — Yet the said Caleb though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Benjamin as he saith the Sum of Sixty dollars — This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by Edward Upham Gent. his Atty. ~~comes & defendants~~ appears and the Defendant although three times publickly

Smith vs Sheldon — April 342. 1797.

called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Benjamin recover against the said Caleb the Sum of forty dollars and sixty two Cents damages and Costs of Suit taxed at $ 9.53 and thereof &c ——

Exd issued Nov. 23d 1797.

Hemenway vs Sexton Sept. 3d 1797

Joshua Hemenway Junr. of New Salem in the County of Hampshire Yeoman plaintiff vs David Sexton Junr. of Deerfield in said County Shoemaker defendent in a plea of the Case for that the said David at Deerfield aforesaid on the ninth day of September last past, by his Note under his hand of that date for Value received promised one Indah Sexton to pay him or his order the sum of twenty two pounds nineteen shillings and nine pence equal to seventy six dollars and sixty two Cents on demand with lawful Interest for the same untill paid; and afterwards to wit on the same ninth day of September aforesaid the said Indah at Deerfield aforesaid by his indorsement in writing on the same Note with his own hand subscribed for Value received ordered the Contents of the same Note then wholly due and unpaid to be paid to the said Joshua whereof the said David then and there had notice and thereby became chargable in law to pay the same Contents to the said Joshua accordingly to the tenor of the same Note and the indorsement thereon — and then and there in consideration thereof promised the said Joshua to pay him the same accordingly - Yet the said David though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Joshua as he saith the Sum of One hundred dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Edward Upham Esq. his Attorney appears and the Defendent although three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Joshua recover against the said David the sum of Eighty two dollars damages and Costs of Suit taxed at $ 10.99 and thereof &c.

Exd issued Nov. 23d 1797. ——

Lord vs Smith Sept. 3d 1797

Jehabod Lord of New Salem in the County of Hampshire Trader plaff vs William Smith late of New Salem in the same County Gentleman in a plea of the Case for that the said William at said New Salem on the ninth day of January in the year of our Lord one thousand seven hundred and ninety four by his Note under his hand of that date for Value Recd promised John and James Humphrey to pay them or their order the sum of four pounds three shillings and six pence equal to thirteen dollars and ninety two Cents on demand with lawful Interest for the same sum till paid - and afterwards to wit on the same ninth day of January the said James and John at said New Salem by their indorsement in writing on the same Note with their own hands subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the said Jehabod for Value received whereof the said William then & there had Notice and thereby became liable and chargable in law to pay the same Contents to the said Jehabod according to the tenor of said Note and of the indorsement thereon, and then and there in consideration thereof

promised the said Ichabod to pay him the same accordingly — Also for that the said William at said New Salem on the day of the date of this Writ was justly indebted to the said Ichabod in the sum of Seven dollars and ninety eight Cents for the Articles contained in the Schedule hereto annexed, and then and there in Consideration thereof promised the said Ichabod to pay him the same on demand — Yet the said William though often requested hath never performed either of his said promises but neglects and refuses to do it — to the damage of the said Ichabod Thirty dollars. — — —

This Case was entered at the last term of this Court and continued to this term — And now the Plaintiff by Edward Upham Gent. his Atty appears — and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereforе it is considered by the Court that the said Ichabod recover against the said William the Sum of twenty four dollars twenty three Cents damages and Costs of Suit taxed at $ 11.67 and thereof &c — —

Exd signed Nov. 23d 1797. —

Rufus Cowls of New Salem in the County of Hampshire Physician Plaintiff v. Alden Pearce of Leavenworth in said County Yeoman, Defend. in a plea of the Case for that the said Alden at said New Salem on the first day of December last past by his Note under his hand of that date for Value received promised the said Rufus to pay him or his order the Sum of twenty four dollars and fifty Cents by the fifteenth day of May then next following with lawful Interest for the same untill paid — Yet the said Alden though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Rufus forty dollars — This Case was entered at the last term of this Court and continued to this term, and now the plaintiff by Edward Upham Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Rufus recover against the said Alden the Sum of twenty five dollars and eighty two Cents damages and Costs of Suit taxed at $ 11.15 and thereof &c.

Cowls v. Pearce Sept. 354. 1797.

Exd signed Nov. 23d 1797. —

Walter Rudington and Daniel Moore both of Hartford in the County of Hartford and State of Connecticut Merchants plaintiffs v. Ebenezer Pomeroy and Artemas Lomis both of Hadley in the County of Hampshire Yeoman defendants in a plea of the Case for that the said Pomeroy & Lomis at Hartford aforesaid to wit at Northampton in the County of Hampshire on the thirtieth day of October last past by their promissory Note in writing under their hands of that date for Value received promised the said Walter and Daniel by the Name of Rudington & Moore to pay them on demand the sum of seventeen pounds which is equal to fifty six dollars and Sixty Seven Cents — And the said Walter and Daniel say that they demanded payment of said Note on the first day of November last past viz. at Northampton aforesaid — Yet the s. Pomeroy and Lomis though often requested to do it have never paid said Note but unjustly neglect it to the damage of the said Walter and Daniel the

Rudington et al. v. Pomeroy et al. Sept. 358. 1797

Sum

One hundred dollars — This Case was entered at this Court at the last Term thereof and continued to this term — and now at this term the plaintiff by Samuel Lathrop his Attorney, appears, and the defendant although three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said ~~Roger~~ Walter and David recover against the said Ebenezer and Artemas the Sum of thirty six dollars forty six Cents damages and Costs of Suit taxed at $ 17.36 and thereof &c —

Exn. issued Novr. 22d 1797.

McCrakan vs Forward Sept. 362. 1797

John McCrakan of Hartford in the County of Hartford and State of Connecticut Merchant plaintiff v. Justus Forward Junr. of Belchertown in the County of Hampshire Gentleman defendant in a plea of the Case for that the said Justus at Belchertown aforesaid on the thirteenth day of July last past by his promissory Note in writing under his hand of that date for Value received promised the said John to pay him or order the Sum of Sixty nine dollars and forty six hundredths (meaning forty six Cents) on demand with Interest — Yet the said Justus though often requested to do it hath never paid the same but unjustly neglects and refuses so to do — to the damage of the said John One hundred dollars. —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Samuel Lathrop Gent. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said Justus the Sum of Seventy dollars and eighty five Cents damages and Costs of Suit taxed at $ 13.9 and thereof &c.

Exn. issued Nov. 22d 1797 —

Rogers vs Trask & al. Sept. 363. 1797

Jacob Rogers of Leyden in the County of Herkimer and State of New-York Yeoman plaintiff v. Retire Trask of Rochester in the County of Windsor and State of Vermont Yeoman and Israel Trask of Belchertown in the County of Hampshire Physician Defendants, in a plea of the Case for that the said Retire and Israel at Northampton in the County of Hampshire on the twenty fifth day of January last past, by their promissory Note in writing under their hands of that date for Value received promised the said Jacob to pay him or his order Sixty three dollars and twenty four Cents on demand with Interest — Yet the said Retire and Israel have neither of them ever paid said Note or any part thereof but unjustly neglect it to the damage of the said Jacob the Sum of One hundred dollars. —

This Case was entered at the last term of this Court and continued to this Term and now at this term the plaintiff by Samuel Lathrop Gent. his Attorney appears and the defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jacob Rogers recover against the said Retire Trask and Israel Trask the Sum of Sixty Six dollars and forty nine Cents damages and Costs of Suit taxed at $ 12.85 and thereof &c —

Exn. issued Novr. 22d 1797

Asa Button of West Springfield in the County of Hampshire Husbandman plaintiff v. Benajah House of Sandisfield in the County of Berkshire Gentleman and Benajah House Junr. of late of said Sandisfield Yeoman Defendants — in a plea of the Case for that the said Asa at Sandisfield aforesaid to wit at West Springfield aforesaid on the twenty fourth day of October in the year of our Lord One thousand seven hundred and Ninety two was possessed of twenty two Sheep as of his own proper goods and Chattells and on the same twenty fourth day of October, did there let to the said Benjamin House and Benajah House Junr. the said twenty two Sheep to keep for the term of one year next ensuing at the special instance and request of the said Benajah and Benajah Junr. they the said Benajah House and Benajah House Junr. then and there in consideration thereof undertook and faithfully promised said Asa to return said Sheep at the end of said term to said Asa's dwelling house in West Springfield and also to return him sixteen pounds and an half of good merchantable Wool for the use of said Sheep during the term aforesaid — Also for that whereas the said Asa at West Springfield aforesaid in the day and year aforesaid had at the special instance and request of the said Benajah House and Benajah House Junr. let and delivered to them the said Benajahs other twenty two Sheep, seven of which were Lambs to keep for the term of one Year next ensuing they the said Benajah House and Benajah House Junr. then and there in consideration thereof promised said Asa to return and deliver to him the said Sheep and Lambs last mentioned and the said Asa says that he was ready to wit at West Springfield at the end of said term to have received said Sheep and said Sheep and Lambs and said Wool. Yet said Benajah and Benajah Junr. have never returned said Sheep or said Sheep and Lambs nor any Way performed their promises aforesaid and that the said Sheep first mentioned at the end of said term at said West Springfield were well worth the Sum of forty dollars and that the Sheep and Lambs last mentioned at the end of the last mentioned term were well worth one other Sum of forty dollars to the damage of the said Asa Seventy Dollars. —

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by Samuel Lathrop Genl. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa recover against the said Benajah and Benajah House Junr. the Sum of twenty six dollars and eight Cents damages and Costs of Suit taxed at $11.77 and thereof &c —

Exd. issued Novr. 22d. 1797 —

Button vs House & another Sept. 364. 1797.

Edward Clark Junr. of Hardwick in the County of Worcester Yeoman plaintiff v. Abel Powers of Greenwich in the County of Hampshire Yeoman defendant, in a plea of the Case for that the said Abel at said Greenwich on the first day of February in the Year of our Lord one thousand seven hundred & ninety six by his Note for Value received promised the plaintiff to pay him or his order Eighty dollars by the first day of October ~~then~~ next (meaning thereby) with Interest till paid — Also for that the said Abel at said Greenwich on the day of the purchase of this Writ was indebted to the plaintiff in other sum of Eighty dollars for the like Sum ~~&~~ before that time by him the said Abel had and received to the Use of the plaintiff — and being so indebted he the said Abel then and there in consideration thereof promised the plaintiff to pay him

Clark vs Powers — Sept. 365. 1797

the same on demand with Interest — Yet though requested said Abel hath paid neither of said Sums but neglects it to the damage of the said Edward the Sum of One hundred and fifty dollars ——
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by — James Gent. his Attorney appears — And the Defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Edward recover against the said Abel the sum of Seventeen dollars and fifty six Cents damages and Costs of Suit taxed at $12-17. and therefor &c. — After which the said Abel by Simeon Strong Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect ——

Chapin vs McClintock Sept. 366. 1797.

Oliver Chapin of Orange in the County of Hampshire Gent. plaintiff v. Joseph McClintock of Mendon in the County of Worcester Trader alias Gentleman defendant in a plea of the Case for that the said McClintock at a place called Worcester to wit at Orange aforesaid on the sixteenth day of August in the year of our Lord Seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him or order One hundred and Sixty dollars and the Interest in three months from the date of said note, which time hath elapsed — Yet the said McClintock though requested the same Sum & Interest hath not paid but neglects it to the damage of the said Chapin the Sum of Three hundred dollars ——
This Case was entered at the last term of this Court and continued to this term — And now at this term the plaintiff by Joseph Proctor Gentleman his Attorney appears — and the defendant altho three times publickly called to come to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Oliver recover against the said Joseph the Sum of One hundred & Seventy dollars, thirty three Cents damages and Costs of Suit taxed at $14-86 and therefor &c.
After which the said Joseph by Pliny Merrick Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. ——

Phelps vs Whiton Sept. 370. 1797.

John Phelps of Granville in the County of Hampshire Gentleman plaintiff v. James Whiton of Montague in the same County, trader defendant — in a plea of the Case for that whereas the said James at said Montague on the thirteenth day of April last past by his Note in writing under his hand of that date for Value received promised said John Phelps to pay him or his order the sum of forty one dollars and ninety five Cents by the fifteenth day of January then next with Interest — Yet the said James though often requested hath not performed his said promise but neglects it — To the damage of the said John Phelps Seventy dollars ——
This Case was entered at the last term of this Court and continued to this term — And now at this term the plaintiff appears, and the defendant tho

three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover against the said James the Sum of forty three dollars and forty five Cents damages and Costs of Suit taxed at $ 11-31 and thereof &c.

Exd signed Nov. 23d 1797.

Cooley vs Willcox Sept. 371. 1797.

William Cooley Junr. of Granville in the County of Hampshire Tanner plaintiff vs Billey Willcox of the same Granville Tanner defendant in a plea of the Case for that Billey at said Granville on the twenty seventh day of March in the Year of our Lord Seventeen hundred and ninety six by his promissory note commonly called a due bill in writing under his hand of that date for Value received promised to pay said William Cooley Junr. twenty three pounds twelve shillings and ten pence Lawfull money on demand with use meaning with Interest which is equal to Seventy eight dollars and eighty Cents — Also the said Billy Willcox afterwards at said Granville on the twenty ninth day of March last past was justly indebted to the said William Cooley Junr the Sum of Eighty dollars by him the said Billy before that time had and received to the Use of the said William — being so indebted in consideration thereof undertook on the same day and Year at said Granville and faithfully promised that he the said Billy Willcox would well and truly content and pay to the said William Cooley Junr said Sum of Eighty dollars whenever after he should be thereto required Yet said Billy the often thereto requested hath not performed either of his said promises but neglects to do it — To the damage of the said William Cooley Junr One hundred Dollars — This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by John Phelps Gentleman his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William recover against the said Billy the Sum of Sixty Seven dollars forty seven Cents damages & Costs of Suit taxed at $ 12-79 and thereof &c. —

Exd signed Nov. 23d 1797 —

Gofard vs Hart & agent Sept. 372. 1797

Levi Gofard of Granby in the County of ~~Hampshire~~ and State of Connecticut Yeoman — plaintiff vs John Hart of the same Granby Trader Defendt. and John Watson Babcock of Granville in the County of Hampshire Yeoman, agent to the said John Hart — in a plea of the Case for that whereas the said John at said Granby to wit at Northampton aforesaid on the second day of December in the Year of our Lord one thousand seven hundred and ninety five, by his promissory note in writing under his hand of that date for Value received promised the said Levi to pay him the Sum of three pounds three shillings and eight pence lawfull money which is equal to ten dollars and sixty one Cents, in thirty days from the date of said Note with Interest untill paid — Yet said John though often requested hath never performed his said promise but neglects it to the damage of the said Levi Thirty dollars — and whereas the said Levi saith that the said John has not in his own hands and possession goods and Estate to the Value of thirty dollars aforesaid which can be come at to be attached — but has entrusted to and deposited in the hands and Possession of John Watson Babcock of Granville in the County of Hampshire Yeoman trustee of the said John Hart Goods effects and Credits to the said Value We Command &c —

This case was entered.

at the last Term of this Court — At which Term the plaintiff by John Phelps Gentleman his Attorney appeared — & the said John Waters Babcock agent and trustee aforesaid also comes into Court and being examined under oath says he received a Note of hand of one E Fowler to collect or return for which he gave a receipt, the Money he collected of Fowler aforesaid to the Amount of Eighteen dollars which Monies he has in his hands — and he has no other in his hands — After which this Case was continued to this term — And now at this term the plaintiff by his said Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Levi recover against the said John Hart the Sum of thirteen dollars and fifty two Cents damages and Costs of Suit taxed at $ 16-87 and thereof &c. — Ex.n issued Nov. 23d 1797.

Hatch et al. vs Phelps Sept. 374. 1797.

William C Hatch of Granville in the County of Hampshire and Josiah Barber of Hebron in the County of Tolland and State of Connecticut Joint dealers in Merchandize plaintiffs v. Isaac Phelps of the same Granville Yeomen Defendant in a plea of the Case &c as by the Writ & Declaration on file — This Case was entered at the last term of this Court and continued to this term — And now at this term the parties neither of them appear & this case is dismissed.

Boies et al. vs Ellis Sept. 375. 1797.

James Boies and David Robinson both of Granville in the County of Hampshire Joint dealers in Trade plaintiffs v. William Ellis of the same Granville Gentleman Defendant in a plea of the Case for that the said William at said Granville on the twenty eighth day of April last past by his Note in writing under his hand of that date for Value received promised the plaintiffs to pay them the Sum of eight pounds ten shillings and two pence lawful money which is equal to twenty eight dollars and seven Cents on demand with Interest untill paid — Yet the said Ellis though often thereto requested hath not performed his said promise but neglects it — to the damage of the said Boies and Robinson fifty dollars — — — — This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiffs by John Phelps Gent. their Attorney appear and the defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James and David recover against the said William the Sum of twenty nine dollars and thirty two Cents damages and Costs of Suit taxed at $ 13-84 and thereof &c. Ex.n issued Nov. 23d 1797. —

Riley vs Mills Sept. 377. 1797.

Justus Riley of Weathersfield in the County of Hartford & State of Connecticut Trader plaintiff v. Drake Mills of Sandisfield in the County of Berkshire Esquire defendant in a plea of the Case for that the said Drake at said Weathersfield to wit at said Northampton on the third day of May in the Year of our Lord One thousand seven hundred and ninety two by his promissory note in writing subscribed with his own proper hand of that date for Value received promised the said Justus to pay him Ten pounds lawful Money in suitable Sheates from Sixty to One hundred pounds weight each by the last day of October Seventeen hundred and ninety three (and said Riley avers that Ten pounds lawful Money is equal to Thirty three dollars and thirty three Cents —) to be estimated at Sandisfield at the then going Cash price and to deliver the same at said Rileys dwelling House in said Weathersfield with Interest from the first day of February One thousand seven hundred and ninety three, and the said Riley further avers that

he was always ready to receive said Shooter agreable to the tenor of said Note — also for that the said Drake afterwards at said Weathersfield to wit at Northampton aforesaid on the third day of May in the year of our Lord one thousand seven hundred and ninety two by his other Note in writing under his hand of that date for Value received promised said Riley to pay him the Sum of Ten pounds lawful money which is equal to Thirty three dollars and thirty three Cents in suitable Shooks for shipping from Sixty to One hundred W. each by the last day of February in the Year of our Lord seventeen hundred and ninety ~~three~~ four and to be estimated at Sandersfield by indifferent Men at the then going price for Cash and to be delivered at Riley's dwelling House with Interest after the first day of February seventeen hundred & ninety three — Yet said Drake though often thereto requested hath not performed his said promises but neglects and refuses to perform them or either of them To the damage of the said Justus One hundred Dollars — — — — — —

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by John Phelps Gent. his Attorney appears and the said Drake Wills tho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Justus Riley recover of the said Drake Wills the Sum of Eighty Eight dollars and eighty four Cents damages and Costs of Court taxed at $ 11-75 and thereof &c —

After which the said Drake Wills by Eli P. Ashman Gent. his Attorney appears ~~and the~~ here in Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next — and recognizes with surties for his prosecuting the same appeal with effect. —

Bradley
vs
Goodman
Sept. 379. 1797.

Ebenezer White of Northfield in the County of Hampshire Trader vs Joseph Rawson of Montague in said County Blacksmith Defendant. In a plea of the Case for that the said Joseph at Northfield aforesaid on the twenty ninth day of March last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order Eighty dollars and eighty seven Cents on demand with Interest till paid — Yet the said Joseph though requested has not paid said Sum but neglects to do it — to the damage of the said Ebenezer One hundred and sixty dollars.

White
vs
Rawson
Sept. 380. 1797.

This Case was entered at the last term of this Court and continued to this term And now the plaintiff by Solomon Vose Gent. his Attorney appears & the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer recover against the said Joseph the Sum of Eighty three dollars and eighty nine Cents damages and Costs of Suit taxed at $ 12-1 and thereof &c —

Exd issued Nov. 23d 1797. —

Ebenezer White of Northfield in the County of Hampshire Trader Pltff vs Samuel Mattoon Junr. of the same Northfield Yeoman, ~~Pltff~~ Defendt. in a plea of the Case for that the said Samuel at said Northfield on the twenty fourth day of November last past by his note under his hand of that date for Value received promised the plaintiff to pay him or order twenty four dollars and twenty eight Cents on demand with Interest till paid

same
vs
Mattoon
Sept. 381. 1797.

paid — Yet though requested the said Samuel has not paid said Sum but refuses to do it — to the damage of the said Ebenezer fifty dollars —
This Case was entered in this Court at the last term and continued to this term And now the plaintiff by Solomon Vose Gent. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer recover against the said Samuel the Sum of twenty five dollars Seventy three Cents damages and Costs of Suit taxed at $12.13 — After which the said Samuel by John Barrett Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Same
vs
Tiffany —
Sept. 3d 2. 1797.

Ebenezer White of Northfield in the County of Hampshire Trader Pltff
vs Edward Tiffany of the same Northfield Ferryman Defendant, in a plea of the Case for that the said Edward at said Northfield on the eighteenth day of January last past by his Note under his hand of that date for Value received promised the said Ebenezer to pay him or his order Fourteen Dollars and Sixty Seven Cents on demand with Interest till paid — Also for that the said Edward at said Northfield on the eighteenth day of January last past by his other note under his hand of that date for value received promised the plaintiff to pay him or his order one dollar on demand with Interest till paid — Yet the said Edward though requested hath not paid either of said Sums but neglects it to the damage of the said Ebenezer White thirty dollars —
This Case was entered at the last term of this Court and continued to this Term — And now the plaintiff by Solomon Vose Gent. his Attorney appears And the Defendant although three times publickly called to come into Court makes default of his appearance here, Wherefore it is considered by the Court that the said Ebenezer recover against the said Edward the Sum of Sixteen dollars and forty six Cents damages and Costs of Suit taxed at $12.13 — and thereof &c — After which the said Edward Tiffany by John Barrett Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

White
vs
Earle
Sept. 3d 3. 1797.

Ebenezer White of Northfield in the County of Hampshire Trader, plaintiff vs Robert Earle of the same Northfield Shoemaker defendant — in a plea of the Case for that the said Robert at said Northfield on the second day of May last past by his Note under his hand of that date for Value received promised the Plaintiff to pay him or his order twenty five dollars and twenty nine Cents on demand with Interest till paid — Yet the said Robert though requested has not paid said Sum but neglects it to the damage of the said Ebenezer as he saith the sum of Fifty dollars. —
This Case was entered at the last term of this Court and continued to this Term. And now the plaintiff by Sol. Vose Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer recover against the said Robert the Sum of

twenty six dollars and Eleven Cents damages and Costs of Suit taxed at — twelve dollars and thirteen Cents ~~damages and costs~~ and three of &c — after which the said Robert by John Barrett Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and acknowledges with Sureties for his prosecuting said Appeal with Effect. — — —

Taft vs Rawson Sept. 387. 1797.

Lyman Taft of Montague in the County of Hampshire Gentleman Pltff vs. Samuel Rawson of the same Montague Yeoman Defendt. in a plea of the Case for that the said Samuel at said ~~Northfield~~ Montague on the fourteenth day of May in the Year of our Lord Seventeen hundred and Ninety Six by his Note under his hand of that date for Value received promised the plaintiff to pay him or order thirty three dollars and Sixty Seven Cents in Six Months from the date of said note with Use (meaning Interest) till paid Yet the said Samuel though requested and the said time has elapsed has not paid said Sum but neglects it — to the damage of the said Lyman as he saith the Sum of Eighty Dollars. — —

This Case was entered at the last term of this Court and continued to this term — And now at this term the plaintiff by Solomon Vose Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here, Wherefore it is considered by the Court that the said Lyman recover against the said Samuel the Sum of thirty six dollars and Seventy Cents damages and Costs of Suit taxed at $ 10.49. and three of &c. —

Exd. signed Nov. 22d. 1797.

Alexander vs Haynes — Sept 392. 1797.

Reuben Alexander Gent. of St. John in the County of Orange and State of Vermont Trader plaintiff vs. Abel Haynes of Barnardstown in the County of Hampshire Taylor defendant in a plea of the Case for that the said Abel at Barnardstown aforesaid on the sixteenth day of June instant by his Note under his hand of that date for Value received promised the plaintiff to pay him twenty four dollars and fifty four Cents on demand with Interest till paid — Yet the said Abel altho requested has not paid said Sum but neglects it — to the damage of the said Reuben Alexander fifty Dollars — This Case was entered at the last Term of this Court and continued to this term And now the plaintiff by Solomon Vose Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said Abel the Sum of twenty five dollars fifteen Cents damages & Costs of Suit taxed at $ 13.63 and three of &c —

Exd. signed Nov. 22d. 1797. —

Thayer vs Ward Sept. 398. 1797.

Joel Thayer of Orange in the County of Hampshire Yeoman Appellant vs. Amos Ward of the same Orange Appee. This Case was entered at the last term of this Court and continued to this term and now neither of the parties appear and this Case is dismissed —

Battel
vs
Ward
Sept. 399. 1797.

Phineas Battle of Orange in the County of Hampshire Yeoman appellant vs Amos Ward of the same Orange Yeoman Defend.t or Appellee in a plea of the Case &c as by the Writ and Declaration &c on file – This Case was entered at the last Term of this Court and continued to this term – and now at this term neither of the parties appear and this Case is dismissed ——— ———

Worthington
vs
Burbank
Sept. 401. 1797.

John Worthington of Springfield in the County of Hampshire Esquire Pltff vs Thomas Burbank of Granville in the same County Gentleman Defend.t – in a plea that he render him forty eight dollars and three Cents which to him he owes and from him unjustly detains. and whereas the said John says that at a Court before William Pynchon Esq one of the Justices of the peace for said County on the twenty eighth day of December in the Year One thousand seven hundred and ninety five by the Consideration of said Justice he recovered Judgment against said Thomas by his non appearance on a process of Confession for the Sum of forty five dollars and fourteen Cents and damages and two dollars and eighty nine Cents for Costs of Suit as fully appears by the record of said Justice – which Judgment yet remains in full force not paid satisfied or reversed and altho Execution was issued thereon yet that the same has long since been returned unsatisfied – whereby action has accrued to said John to have and demand of the said Thomas the said Sum of forty eight dollars and three Cents – Yet said Thomas although often requested has never paid the same but unjustly withholds it ——— To the damage of the said John Seventy Dollars. ——— ———
This Case was entered at the last term of this Court and continued to this Term – And now at this term the plaintiff by John Hooker Esq. his Atty. appears and the Defendant although three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said John Worthington recover against the said Thomas the Sum of Fifty three dollars and forty three Cents damages and Costs of Suit taxed at $ 11-18 and thereof &c ———

Exd. sigd Nov. 25th 1797.

Locks & Canals
vs
Montague et al.
Sept. 403. 1797.

The proprietors of the Locks and Canals on Connecticut River plaintiffs vs Seth Montague of Southadley in said County Yeoman and Asa Smith of Amherst in said County Gentleman defendants. in a plea of the Case for that the said Seth and Asa at said South hadley in said County on the twenty fourth day of November last past by their promissory Note of hand of that date for Value received jointly and severally promised s.d Proprietors to pay them thirty days after the date of the same Note Seventy three dollars sixty six Cents with Interest after that time till paid. Also for that the said Seth and Asa at said Southadley were jointly indebted on the third day of December last to said proprietors in the Sum of forty nine dollars and eighty seven Cents for boards sold and delivered by said proprietors to them the said Seth & Asa and at their special instance and request they the said Seth and Asa then and there in consideration thereof promised said Proprietors to pay them them the same Sum whenever after thereto requested – Also for that whereas the said Seth and Asa at said South adley on the third day of December last past in consideration that the said Proprietors at the special instance and request of said Seth and Asa had let out to hire to the said Seth and Asa a certain boat of them the said Proprietors and that the said Seth and Asa had used the same boat on the same

hire boat on themselves and then and there faithfully promised said proprietors to pay to said proprietors so much money as they reasonably deserved to have for the same & to return and deliver the same boat to said proprietors at said Southadly in good order and condition as the same was in when received of said Proprietors — and the Proprietors aver that they reasonably deserved to have for the same use of the same boat twenty dollars to wit at said Southadly of the said Seth and Asa then and there had Notice — and that the said Seth and Asa did not return the same boat to said proprietors in good order and condition as when received but that the same boat was while in the Care of the said Seth and Asa broke and damaged to the value of Thirty dollars — Yet the said Seth and Asa though often thereto requested neither of them have ever performed their several promises to said proprietors or paid either of said sums but hitherto have and still do unjustly neglect and refuse so to do to the damage of the said proprietors two hundred and fifty dollars — This Case was entered at the last term of this Court and continued to this term — and now the proprietors by John Hooker Esq. their Attorney appear and the Defendants altho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Proprietors recover against the said Seth and Asa One hundred forty eight dollars three cents damages and Costs of Suit taxed at $13-62 and thereof &c ———

Ex^n issued Nov. 25th 1797. —

Lumbard vs Mc Intier Sept. 4 & 6. 1797

Daniel Lumbard of Springfield in the County of Hampshire Trader plaintiff vs William Mc Intier of West Springfield in the County aforesaid Yeoman Defendant, in a plea of debt that the said William render to the said Daniel four pounds two shillings and eleven pence, equal to thirteen dollars & eighty two cents which to the said Daniel he owes and from him unjustly detains & whereupon the said Daniel says that at Springfield aforesaid on the first day of September in the Year of our Lord seventeen hundred and ninety four, at a Court holden before Moses Bliss Esquire one of the Justices of the peace for the County of Hampshire, by the considerations of the said Justice he the said Daniel by the Name of Daniel Lumbard Junr. there and there recovered Judgment against the said William Mc Intier of said West Springfield three pounds twelve shillings and one penny equal to twelve dollars one cent and three Mills for his damages by him sustained by reason of the said William's not performing to him the said Daniel his promise before that time made him and ten shillings and ten pence equal to One dollar and eighty one Cents for Costs and Charges by him the said Daniel about his Suit in that behalf expended whereof the said William is convict as by the records of the said Justice to be produced is manifest and appears which Judgment yet remains in full force and effect, not satisfied nor reversed and although the said Daniel afterwards sued out a Writ of Execution on the Judgment aforesaid which ~~Judgment~~ Execution long since has been returned wholly unsatisfied and an alias Execution on the same Judgment which has long since been returned wholly unsatisfied and no part of the sums aforesaid were levied thereby but are yet wholly unpaid whereby action accrues to the plaintiff at said Springfield to demand and have of the said William the sums aforesaid so as aforesaid recovered amounting in the whole to thirteen dollars eighty two Cents Yet the said William though often requested hath never paid the same or any part thereof but unjustly neglects and refuses to do it — to the damage of the said Daniel thirty dollars ———

This Case was entered at the last Term of this Court and continued to this Term — and now at this term the plaintiff by John Hooker Esq his Attorney appears and the Defendant altho three times publickly called to come into

Court makes default of his appearance here, Wherefore it is considered by the Court that the said Daniel recover against the said William the sum of Damages & Costs of Suit taxed at.

Parks vs Lee Sept. 4th. 1797

Warham Parks of Westfield in the County of Hampshire Esquire, plaintiff vs. Zadock Lee of the same Westfield Yeoman, defendant, in a plea of the Case for that the said Zadock at said Westfield on the eleventh day of February last past by his promissory note of hand of that date for Value received promised the said Warham to pay him or order on demand Seventeen dollars and fifty Six Cents with Interest untill paid — Yet the said Zadock altho often thereto requested has never paid the same but hitherto has and still does unjustly neglect and refuse so to do — to the damage of the said Warham Parks Forty dollars — This Case was entered at the last Term of this Court and continued to this term — And now at this term the plaintiff by John Hooker Esq. his Attorney appears and the Defendant tho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Warham recover against the said Zadock eighteen dollars & thirty three Cents damages and Costs of Suit taxed at $ 9. 34 and thereof &c —

Exn. issued Nov. 25. 1797.

Smith et al. vs Wait Sept. 4th. 1797.

Joseph Smith Junr. of Ashfield in the County of Hampshire and Nathan Fuller of Goshen in the same County late Joint dealers in trade plaintiffs vs. Gad Waite of Ashfield aforesaid trader defendant in a plea of the Case &c as by Writ and declaration on file. This case was entered at the last term of this Court and continued to this term — And now at this time neither of the parties appear and this Case is disanished —

Henshaw & al. vs Hunt & al. Sept. 4th. 1797.

Samuel Henshaw Esq and David Hunt both of Northampton in the County of Hampshire late Joint dealers in trade plaintiffs vs. John Hunt Junr. and Samuel Dickinson both late of Chesterfield in said County, Yeomen in a plea of the Case for that the said John and Samuel at Northampton aforesaid on the second day of November in the Year of our Lord seventeen hundred and ninety six by their Note in writing under their hands of that date for Value received jointly and severally promised the said Henshaw and Hunt under the firm of Henshaw and Hunt to pay them the Sum of Nine pounds eleven shillings and eight pence in sixty days meaning from the date of said Note with Interest — And the said Henshaw and Hunt aver that the said Sum of Nine pounds eleven shillings and eight pence is equal in Value to thirty one dollars and sixty one Cents — Yet the said John & Samuel though often thereto requested have never either of them paid the Contents of said Note to the said Henshaw and Hunt Fifty dollars. — This Case was entered at the last term of this Court and continued to this Term and now at this term the plaintiffs by John Taylor Gent. their Attorney appear and the Defendants though three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Henshaw & Hunt recover against the said John and Samuel the sum of thirty three dollars and forty six Cents damages and Costs of Suit taxed at $ 7-87 and thereof &c —

Exn. issued Feb. 1. 1798

John Thompson of Amherst in the County of Hampshire Gentleman Appellant v. Nathaniel Willmoth of Easton in the County of Bristol Trader appellee on an original action wherein the said Nathaniel was plaintiff and the s^d John defendant in a plea of the case for that the said John Thompson at Amherst aforesaid on the thirty first day of August in the year of our Lord 1795 by his promissory Note of hand of that date for Value received promised the Pff to pay him meaning pay and deliver him or order Eleven good Linen Wheels on demand, meaning to deliver said Wheels at said Willmoths dwelling house in Easton with Interest till paid and the said Willmoth in fact saith that he was ever ready to receive said Wheels in payment of said Note according to the tenor thereof and said Linen Wheels were of the Value of four dollars each - of all which said Thompson has had due Notice - Yet he said Thompson has not paid the Contents of said Note but only part thereof to wit nine Linen Wheels the rest remaining due and unpaid which said Thompson neglects and refuses to pay to the damage of the said Willmoth thirteen dollars —

Willmoth v. Thompson Sept. 19. 1797

This Case was entered at the last term of this Court and continued to this term — and now the plaintiff by his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Nathaniel recover against the said John the sum of five dollars eighty nine Cents damages and Costs of Suit taxed at $ 12-48. and thereof &c —

Ex^n issued Nov. 3^d 1797 —

Noah Baker of Sunderland in the County of Hampshire Yeoman Pff v. William Middlebrook of Rowe in the same County Yeoman Deft. in a plea of the case for that the said William at said Sunderland on the sixth day of November last past by his Note under his hand of that date for Value received promised the said Noah to pay and deliver to him the Value of twenty dollars on or before the first day of October then next in neat Stock at the appraisal of two indifferent men - the said stock to be delivered at the Mill of Moses Rogers in Rowe with the lawful interest for the same sum till paid - and said Noah says that he was always ready there to receive the same yet said William though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Noah Thirty dollars ——

Baker v. Middlebrook Nov. 2. 1797.

The plaintiff appears - and the defendant though three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Noah recover against the said William the sum of twenty one dollars and twenty five Cents damages and costs of Suit taxed at $ 7. 29 and thereof &c.

Ex^n issued Nov. 20. 1797.

Samuel Church and Lemuel Clarke both of Sunderland in said County Traders pff^s v. Benjamin Parker of Whately in said County Yeoman Deft. in a plea of the case for that said Benjamin at said Sunderland on the twenty fifth day of August last past, by his Note under his hand of that date for Value received promised the said Samuel and Lemuel to pay them the sum of five pounds seven shillings and three pence equal to seventeen Dollars and eighty three Cents with lawful Interest for the same untill paid Yet said Benjamin though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel and Lemuel Thirty Dollars — The plaintiff by Wright Strong Gent. his Attorney appears, and the Defendant though

Clarke & al. v. Parker. Nov. 3. 1797.

though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel and Lemuel recover against the said Benjamin the sum of eighteen dollars and thirteen Cents damages and Costs of Suit taxed at $6 bot. and thereof &c

Exᵗ issued Nov. 20. 1797.

Smith vs Bledget Nov. (5) 1797.

Nathaniel Smith of Sunderland in the County of Hampshire Trader Pltff vs Thaddeus Bledget of Deerfield in said County Yeoman Deft in a plea of the case for that the said Thaddeus at said Sunderland on the fifteenth day of August in the Year of our Lord Seventeen hundred and ninety six, by his Note under his hand of that date for Value received promised the said Nathaniel to pay him or his order the sum of five pounds eighteen shillings and seven pence on or before the first day of February next with Lawful interest for the same untill paid — Yet said Thaddeus though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Nathaniel Thirty Dollars — The Pltff by Wright Strong Gentl his Attorney appears and the Deft though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nathaniel recover against the said Thaddeus the sum of twenty three dollars and thirty three Cents damages and Costs of Suit taxed at $6-13 and thereof &c — After which, the said Thaddeus by Joⁿ E. Porter Esq his Attorney comes and appeals from the Judgment of this Court to the ~~next~~ Supreme Judicial to be holden at Northampton in said County on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Beals vs Arms Nov. (6) 1797.

Enoch Beals of Goshen in the County of Hampshire Yeoman, Plaintiff vs Thomas Arms Junr of Deerfield in said County Yeoman Deft in a plea of the case for that said Thomas at said Deerfield on the tenth day of October current by his Note under his hand of that date for Value received promised the said Enoch to pay him or his order the sum of fifteen dollars on demand with lawful Interest for the same untill paid — Yet said Thomas though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Enoch Thirty Dollars. The plaintiff by Wright Strong Gentl his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the Enoch recover against the said Thomas the Sum of fifteen dollars and eight Cents damages and Costs of Suit taxed at $6-70. and thereof &c. —

Exᵗ issued Nov. 20. 1797.

Strong vs Rueney Nov (7) 1797.

Hezekiah Wright Strong of Deerfield in the County of Hampshire Gent. Pltff vs Ebenezer Rueney of said Deerfield Yeoman Deft in a plea of the case for that the said Ebenezer at said Deerfield on the twenty seventh day of July last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order thirteen dollars and fifty eight Cents on or before the fifth day of October then next with Interest — Yet the said Ebenezer though often requested hath never paid the same or any part thereof but neglects it — to the damage of the said Hezekiah Wright the Sum of twenty dollars — The pltff appears in Court &

the Defendant though three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Hezekiah Wright do recover against the said Ebenezer the sum of thirteen dollars and eighty four Cents damages & Costs of Suit taxed at $6-70 and thereof &c.

Exn issued Nov. 20. 1797

Arms vs Saxon Nov/ 8/ 1797

William Arms of Deerfield in the County of Hampshire Yeoman Pltff. vs Calvin Saxon late of Charlemont in said County, Taylor Defdt. in a plea of the Case for that the said Calvin at Charlemont on the 27th day of July in the Year of our Lord one thousand seven hundred and ninety six, by his Note under his hand of that date for Value received promised to pay and deliver to him in Greenfield the Value of One hundred and sixty dollars and eighty Cents in neat Cattle the first day of October current — and the said William avers, he was then and there to wit at Greenfield on the first day of October current, ready to receive the same Cattle Yet the said Calvin though often requested hath never performed his said promise but neglects it to the damage of the said William two hundred dollars. — The pltff by H. W. Strong Genl. his Attorney appears & the Defendant though three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said William recover against the said Calvin the sum of One hundred seventy three dollars twenty six Cents damages and Costs of Suit taxed at $7-14. and thereof &c.

Exn issued Nov. 20. 1797. —

Smith vs Crandall Nov. /10/ 1797.

Elijah Smith of Whately in the County of Hampshire Yeoman Pltff. vs Sylvester Crandal of Leyden in said County Yeoman Deft. in a plea of the Case for that the said Sylvester at Guilford to wit at said Northampton on the thirty first day of March last past by his Note under his hand of that date for Value received promised the said Elijah to pay him or his order the sum of Sixteen dollars and sixty four Cents, at said Guilford on or before the first day of October then next with lawful Interest for the same untill paid — And the said Elijah says that he has been ready there, to wit, at Guilford aforesaid to receive the same, Yet said Sylvester though often requested, hath never paid the same or any part thereof but neglects it, to the damage of the said Elijah thirty dollars — The Pltff by H. W. Strong Genl. his Attorney appears and the Deft. though three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Elijah do recover against the said Sylvester seventeen dollars twenty five cents damages and Costs of Suit taxed at $7-0 and thereof &c —

Exn issued Nov. 20. 1797

Burt & al vs Eustis Nov. /11/ 1797

Calvin Burt of Longmeadow and and Samuel Seaton of Deerfield traders both in the County of Hampshire Pltffs. vs Samuel Eustis of Deerfield aforesd. Yeoman Deft. in a plea of the case for that said Samuel at said Deerfield on the twenty second day of August current, by his Note under his hand of that date for Value received promised the said Calvin and Samuel by the names of Calvin Burt & Co. to pay them or their order the sum of Thirty six dollars and nine Cents on demand with lawful Interest for the same untill paid — Yet said Samuel Eustis though often requested hath never paid the same or any part thereof but neglects it — To the damage of the said Calvin and Samuel as they say fifty dollars —

The plaintiff by H. W. Strong Gent. his Attorney appears — and the Defendant though three times publickly called to come into Court, makes default of his appearance here — Whereupon it is considered by the Court that the said Calvin and Samuel do recover against the said Samuel Eustis the Sum of thirty seven dollars forty three cents damages and Costs of Suit taxed at $ 11-27 and thereof &c.

Exⁿ ijs. Nov. 20. 1797.

Arms
vs.
Eustis
Nov. 13. 1797.

Jonathan Arms of Deerfield in the County of Hampshire, Blacksmith Pltff. vs. Samuel Eustis of Deerfield aforesaid Yeoman Deft. in a plea of the Case for that the said Samuel at said Deerfield on the tenth day of August currant, by his Note under his hand of that date for Value received promised the said Jonathan to pay him or his order, the sum of four pounds Seventeen Shillings and one penny (equal to Seaten dollars and eighten Cents) on demand with lawful interest for the same annually till paid — Yet said Samuel though often requested hath never paid the same or any part thereof but neglects it — To the damage of the said Jonathan Twenty dollars — The Pltff by H. W. Strong Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the Pltff Jonathan recover against the said Samuel the Sum of Seventeen dollars and forty three Cents damages and Costs of Suit taxed at $ 7-49 and thereof &c —

Exⁿ issued Nov. 20. 1797.

Benoit
vs
Mack
Nov. 14. 1797.

Enoch Bennet of Northampton in the County of Hampshire Hatter Pltff. vs. Elisha Mack of Montague in said County Gentleman Deft. in a plea of the case for that the said Elisha at Northampton aforesaid, on the fifth day of June last past by his Note under his hand of that date for Value received promised the said Enoch to pay him or order six pounds nine shillings equal to twenty one dollars and fifty Cents, within four months from the date with Interest — and also for that the said Elisha at said Northampton on the fifth day of July last past owed the said Enoch one other Sum of twenty one dollars and fifty Cents for so much money by the Pltff Elisha of the said Enoch to the use of the said Enoch, there before that time had and received, and then and there in consideration thereof undertook & faithfully promised the said Enoch to pay him the same on demand — Yet said Elisha though often requested, hath never paid either of said Sums but neglects it — to the damage of the said Enoch thirty Dollars — The plaintiff by H. W. Strong Gent. his Attorney appears, and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Enoch recover against the said Elisha the Sum of twenty five dollars and seventy five Cents damages and Costs of Suit taxed at $ 7-78 and thereof &c —

Exⁿ ijs Nov. 20. 1797.

Smith
vs
Bloget
Nov. 15. 1797.

Amasa Smith of Deerfield in the County of Hampshire Hatter Pltff. vs. Thaddeus Bloget of Deerfield aforesaid, Yeoman Deft. in a plea of the Case for that the said Thaddeus at said Deerfield, on the sixteenth day of May in the Year of our Lord seventeen hundred and ninety five by his Note under his hand of that date for Value received promised one Augustus Lyman to pay him or his order six pounds eighteen shillings and eight pence, equal to twenty three dollars and twelve Cents —

on demand with Interest and afterwards to wit on the same Day and Year at said Deerfield the said Augustus by his indorsement in writing and with his hand subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the said Amasa for Value received whereof the said Thaddeus then and there had due notice and thereby became chargeable in Law to pay the same Contents to the said Amasa according to the tenor of said Note and the indorsement thereon and there in consideration thereof undertook and faithfully promised the said Amasa to pay him the same accordingly - Yet the sd Thaddeus hath never performed his said Promise but ought so to the damage of the said Amasa Thirty Dollars.

The Plaintiff by St. W. Strong Gent. his Attorney appears, and the defendant though three times publickly called to come into Court, makes default of his appearance here - Wherefore it is considered by the Court that the said Amasa do recover against the said Thaddeus the sum of twenty six dollars and seventy five Cents damages, and Costs of Suit taxed at Seven dollars and twenty one Cents - After which the sd Thaddeus by Jon.a E. Porter Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties to prosecute the same appeal with effect.

Hooker vs Pepper. Nov. 17/1797.

John Hooker of Springfield in the County of Hampshire Esq. Pltff vs Isaac Pepper of Ware in the same County Yeoman Defendant -

Whereas John Hooker of Springfield in said County Esq. before our Justices of our Court of Common pleas holden at Northampton within and for our said County of Hampshire, on the monday next preceding the third Tuesday of May last past, by the consideration of our said Justices recovered Judgment against Caleb Reith of Greenwich in our said County Gentleman for the Sum of Thirty one dollars damages and Seven dollars and Eighty eight Cents, Costs of Suit whereof the said Caleb is convict as to us appears of record, and altho Judgment be thereof rendered and Execution accordingly granted thereon - Yet the same is returned into our said Court by Joseph Reed, deputy under Ebenezer Mattoon Junr. Esq. Sheriff of our said County, that he had made diligent search and could not find within his precinct the body of the said Caleb Reith nor his goods nor estate whereon to levy the same execution, so that the whole remaineth unsatisfied and the said John Hooker now avers that the said Judgment is in full force and wholly unpaid whereof the said John hath supplicated us to provide remedy for him in that behalf - Now to the end that Justice may be done, We Command you that you Summon Isaac Pepper of Ware in our said County, Yeoman, who was Surety for Caleb Reith upon the original process not only for his appearance at Court but also for his abiding by and performing the Judgment aforesaid that he may appear before our Justices of our said Court of Common pleas, next to be holden at Northampton within and for our said County on the Monday next preceding the second Tuesday of November next then and there to shew cause if any he has wherefore the said John ought not to have his Execution against the said Isaac for his Debt, damages and Cost aforesaid and further to do and receive that which our said Court shall then consider ——

The plaintiff appears here in Court — and the said Isaac the three

times publickly called to come into Court. makes default of his appearance here — Wherefore it is considered by the Court. that the said John recover against the said Ezra Pepper the sum of forty dollars and thirty Cents damages and seven dollars & seven Cents Costs of Suit and thereof &c

Exn issued Nov. 25. 1797. —

Phelps vs Johnson Nov/18/1797.

Eldad Phelps of Sonnes in the County of Tolland in the State of Connecticut Yeoman Pltff vs. Elijah Johnson of Granby in the County of Hampshire Yeoman Defendant. in a plea of the case for that the said Elijah at Granby aforesd on the tenth day of August last past. by his promissory note of hand of that date for value received promised said Eldad to pay him seventeen dollars by the twentieth day of September then next with Interest till paid — Also for that the said Elijah at said Granby on the tenth day of August last past by his other Note of hand of that date for value received promised the said Eldad to pay him Sixteen dollars and ninety seven Cents by the twentieth day of September then next with Interest for the same till paid — Yet the said Elijah the often thereto requested; has never paid the same, but hitherto has and still does unjustly neglect and refuse so to do — to the damage of the said Eldad — Sixty dollars —

The Plaintiff by John Stocker Esq. his Attorney appears and the Defendt though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eldad recover against the said Elijah the sum of thirty four dollars fifty Cents damages and Costs of Suit taxed at $7.82 — and thereof &c

Exn issued Nov. 25th 1797.

Church vs Goss — Nov/20/1797

Moses Church of Springfield in the County of Hampshire Pltff vs. Gideon Goss of West Springfield in said County Yeoman Deft. in a plea of the case for that the said Gideon at said Springfield on the eighth day of August in the Year of our Lord One thousand Seven hundred and ninety six, by his promissory Note of hand of that date for value received promised the said Moses to pay Seventeen Dollars and eighty one Cents in four months from the date of the same Note with Interest for the same till paid — Yet the said Gideon though often thereto requested has never paid the same but hitherto has and still does unjustly neglect & refuse so to do — to the damage of the said Moses the sum of Forty Dollars —

The plaintiff by John Stocker Esq. his Attorney appears, and the Defendt though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Moses recover against the said Gideon the sum of nineteen dollars and fourteen Cents damages and Costs of Suit taxed at $7.37 & thereof &c

Exn iss. Nov. 25. 1797.

Doughty & al vs Harvey — Nov. 21. 1797.

William ~~Doughty~~ Doughty and Walter Burling both of New York in the City and State of New York Merchants, Plaintiffs, vs. Ezra Harvey of Wilbraham in the County of Hampshire Yeoman Deft. in a plea of the Case for that the said Ezra at said Wilbraham on the thirteenth day of July in the Year of our Lord One thousand seven hundred and ninety six by his

promissory Note of Hand of that date for Value received promised one Elisha Woodward to pay him or order in twelve months from the date of said Note thirty five dollars & thirty four Cents with Interest till paid - and the said William and Walter say that afterward to wit on the thirteenth day of July at said Wilbraham, the d. Elisha by his indorsement on the same with his proper hand subscribed assigned the same Note to the said William and Walter and thereby ordered the sum of Money contained and mentioned in the same Note to be paid to the said William and Walter, of which the said Ezra then and there instantly had notice and so became liable to pay the same to the said William & Walter & being so liable then and there in consideration thereof promised said William and Walter to pay them the same Note according to the tenor thereof - yet the said Ezra tho often thereto requested has never paid the same but hitherto has and still does unjustly neglect and refuse so to do - to the damage of the said William and Walter - Seventy Dollars —

The plaintiffs by John Hooker Esq. their Atty. appear and the defendant tho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said William and Walter recover against the said Ezra the sum of thirty eight dollars nineteen Cents damages and Costs of suit taxed at eight dollars sixty three Cents after which the said Ezra by Jon.a Dwight Jun.r Esq.r his Attorney come into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with surties for his prosecuting the same appeal with effect. — —

Worthington vs Loomis & al. Nov 12 } 1797

John Worthington of Springfield in the County of Hampshire Esq. Plaintf. v. Justin Loomis Yeoman and Uriah Loomis Yeoman both of West Springfield in said County - Defendts. in a plea that they render him two hundred and fifty dollars which to him they owe and from him unjustly detain. and whereon the said John says, that the said Justin and Uriah at said Springfield on the sixth day of April in the year of our Lord one thousand seven hundred and eighty nine by their writing obligatory bearing date the day and year last aforesaid, sealed with their Seals and in Court to be produced, acknowledged themselves holden & that they stood firmly bound to the said John in the sum of Seventy five pounds lawful money, which is equal to two hundred and fifty dollars to be paid unto the said John on demand - and for the payment of which to the said John they by the same writing obligatory jointly & severally bound themselves their heirs, executors and Administrators - yet the said Justin and Uriah or either of them though often thereto requested have never paid the same but hitherto have and still do unjustly neglect and refuse so to do - to the damage of the said John two hundred Dollars — The plaintiff by John Hooker Esq. his Attorney appears - & the Defendants though three times publickly called to come into Court make default of their appearance here - Wherefore it is considered by the Court that the said John recover against the said Justin & Uriah the Sum of Debt or damages and Costs of Suit taxed at $7-41 and thereof &c. —

Worthington vs. Leonard & al. Nov. (24.) 1797

John Worthington of Springfield in the County of Hampshire Esq. Plaintiff vs. Oliver Leonard, Venter Leonard and Ebenezer Leonard, all of West Springfield in said County Yeomen - Defendts - in a plea of the case for that the said Oliver Venter and Ebenezer at said Springfield on the twenty fourth day of August in the Year of our Lord one thousand seven hundred and ninety three, by their promissory Note of hand of that date for Value recd. jointly and severally promised said John to pay him or order twenty two pounds thirteen Shillings and two pence lawful silver money (which is equal to seventy five dollars fifty three Cents) and with the lawful Interest for the Same annually till paid — Yet though often thereto requested they or either of them have never paid the same but hitherto have and still do unjustly neglect and refuse so to do — To the damage of the said John One hundred and fifty dollars —
The plaintiff by John Hooker Esq. his Attorney appears and the Defts though three times publickly called to come into Court, make default of their appearance here — Wherefore it is considered by the Court that the Pltff John recover against the said Oliver Venter and Ebenezer the Sum of Ninety dollars and nine Cents damages and Costs of Suit taxed at $7.29 and thereof &c.

Exon issued Nov. 25. 1797.

Bennett vs. Masters Nov. (25) 1797

John Bennett of Southadley in the County of Hampshire Husbandman Pltff vs. Daniel Masters of Deerfield in said County Husbandman Deft. in a plea of the case for that the said Daniel at said Southadley on the twenty ninth day of August last past, by his promissory note of hand of that date for Value recd. promised the said John to pay him or order on demand with Interest Fifteen dollars and thirty seven Cents - Yet the said Daniel though often thereto requested has never paid the same or any part thereof but hitherto has and still does unjustly neglect & refuses so to do — To the damage of the said John Thirty dollars —
The plaintiff by John Hooker Esq his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said John recover against the said Daniel the Sum of Fifteen dollars fifty six cents damages and Costs of Suit taxed at $ but and thereof &c.

Exon issued Nov. 25. 1797.

Bennett vs. Stephens Nov. 26. 1797.

John Bennett of Southadley in the County of Hampshire Husbandman pltff. vs. John C. Stephens of Greenfield in said County Yeoman otherwise called John Cavender Stevens of said Greenfield Yeoman, Defendt. in a plea of the case for that the said Stephens at said South Hadley on the twenty fifth day of March last past by his promissory Note of hand of that date for Value recd. promised said Bennett to pay him or order fourteen dollars and thirty seven Cents on demand with Interest — Also for that the said Stephens at said South Hadley on the first day of December last past by his other promissory Note of hand of that date for Value received promised said Bennett to pay him six dollars and fourteen Cents on demand with Interest — Also for that the Pltff Stephens at South Hadley aforesaid on the fourth day of April last past by his other Note of hand of that date for Value received promised the said Bennett to pay him or order eight dollars and twenty five Cents on demand with Interest. Yet the said Stephens tho often requested has never paid the same but hitherto

her and still does unjustly neglect and refuse so to do – to the damage of the said Bennett Sixty Dollars. — — — The plaintiff by John Hooker Esq. his Attorney appears, and the Defend.t though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court, that the said Bennett do recover against the said Stephens the Sum of twenty nine dollars, ninety five Cents damages and Costs of Suit taxed at $ 6-49 and thereof &c.

Ex.n issued Nov. 25. 1797.

Willcox vs Coe Nov. 27. 1797

Bella Willcox of Granville in the County of Hampshire Cordwainer Plaintiff v. Aaron Coe of said Granville Cordwainer and Deputy Sheriff under Ebenezer Mattoon Esq Sheriff of said County Defendant in a plea of the case for that the said Aaron at said Granville on the day of the purchase of this Writ in consideration that the said Bella at said Granville before that time at the special instance and request of the said Aaron had done and performed divers labours & services for him the said Aaron, he the said Aaron undertook and then & there faithfully promised said Bella to pay him so much money on demand as said labour and service so as aforesaid done and performed were reasonably worth at the time they were so done and performed and said Bella in fact says that said labours and services so done and performed were reasonably worth Sixty four dollars and twenty five Cents – of which the said Aaron then and there had instant notice. – (here follows a Count for goods sold & delivered as also for Monies had & rec.d in usual form.). Yet the said Aaron, though often thereto requested hath never paid the same or fullfilled his promise aforesd. but neglects it to the damage of the said Bella Seventy Dollars — The Pltff by John Phelps Gent. his Attorney appears – and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Bella recover against the said Aaron Sixty four dollars and twenty five Cents damages and Costs of Suit taxed at $ 6-88 and thereof &c —

$ 64. 25
$ 6-88

Ex.n issued Nov. 25. 1797.

Harvey vs Fobes & Agt. Nov. 29. 1797

Josiah Harvey of Granville in the County of Hampshire Esq. Pltff v. Abigail Fobes late of Granville in the County aforesaid Spinster Deft. in a plea of the case for that the said Abigail at said Granville on the last day of September last past, was justly indebted to the said Josiah in the Sum of fifteen dollars for divers labours and services in the capacity of Physician and Surgeon there before that time at the special instance and request of the said Abigail done and performed, in consideration thereof she the said Abigail undertook, and then & there faithfully promised said Josiah to pay him the same Sum on demand — (here follows a quantum meruit for services done & performed) Yet the said Abigail though often thereto requested hath not performed either of her said promises but unjustly neglects and refuses so to do to the damage of the said Josiah Thirty dollars – And whereas the said Josiah saith that the said Abigail has not in her own hands and possession, goods and estate to the Value of Thirty dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Aaron Fairchild of said Granville Taylor – trustee of the said Abigail, goods, effects & credits to the said Value —. We Command you therefore &c.

The plaintiff by John Phelps. Gent. his Attorney appears, and the d. Abigail, though three times publickly called to come into Court makes default of her appearance here – and the said Aaron the agent –

the Agent aforesaid being also three times publickly called makes default of his appearance — Wherefore it is considered by the Court that the said Jonah recover against the said Abigail in the hands of said Agent fifteen dollars Damages & Costs of Suit taxed at $ 8-90 and thereof &c.

Exd. Nov. 23d 1790.

Robinson vs Gillet Nov. 33. 1797.

David Robinson of Granville in the County of Hampshire Gent. Pltf — vs — Nathaniel Gillett of Granby in the County of Hartford and State of Connecticut Yeoman Defend.t in a plea of the Case for that whereas the s.d Nathaniel at said Granville on the eleventh day of May last past, by his Note in writing under his hand of that date for Value received promised said David to pay him the Sum of five pounds one shilling and eleven pence lawful money which is equal to Seaten dollars and ninety nine Cents on demand with Interest till paid, yet said Nathaniel the thereto often requested hath not performed his said promise but neglects it, to the damage of the said David — Thirty Dollars —

The Plaintiff by John Phelps Gent. his Attorney appears and the Defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said David recover against the said Nathaniel the Sum of Seventeen dollars fifty two Cents damages and Costs of Suit taxed at $ 8-30 and thereof &c —

Exd. Nov. 23. 1797

Thrall vs Rowley Nov. 32. 1797

Samuel Thrall of Granville in the County of Hampshire Yeoman v. Roswell Rowley of said Granville Yeoman Deft. in a plea of the case for that the said Roswell at said Granville on the thirteeth day of July in the Year of our Lord Seventeen hundred and ninety six, by his Note in writing under his hand of that date for Value received promised s.d Samuel Thrall to pay him or order Seaten dollars and sixty eight Cents in one year from the date of said Note, together with the lawful Interest annually till paid — Yet said Roswell though often thereto required hath not performed his said promise but neglects it to the damage of the said Samuel Thirty Dollars.

The plaintiff by John Phelps Gent. his Attorney appears — and the Defendant though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Samuel do recover against the said Roswell the Sum of Seventeen dollars ninety seven Cents damages and Costs of Suit taxed at $ 8. 30 and thereof &c

$ 17. 97
8. 30.

Exd. Nov. 23. 1797. —

Boies & al. vs Robinson Nov. 33 1797.

James Boies of Troy in the County of Rensselaer and State of New York and David Robinson of Granville in the County of Hampshire aforesaid, late joint dealers in merchandize plaintiffs vs Samuel Clark of Granville aforesaid Deft. in a plea of the case for that whereas the said Samuel at Granville aforesaid on the twenty fourth day of July last past, by his promissory Note in writing under his hand of that date promised said Boies and Robinson to pay them or order fourteen dollars and thirty Cents in sixty days from the

date of said Note, with Interest, for Value received, — Yet said Samuel though often thereto required hath not performed his said promise, but neglects & refuses so to do — to the damage of the said Boies and Robinson Thirty dollars —
The plaintiffs by John Phelps Gent. their Attorney appear, and the defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Boies and Robinson do recover against the said Samuel the Sum of Fourteen dollars sixty Cents damages and Costs of Suit taxed at $8.71 and thereof &c —

Ex.n issued Nov. 23 - 1797.

David Robinson of Granville in the County of Hampshire aforesaid Trader Plaintiff v. Eliakim Miller of Granville aforesaid, Yeoman Defend.t in a plea of the case for that whereas the said Eliakim at said Granville on the first day of April in the year of our Lord Seventeen hundred & ninety seven by his note in writing under his hand of that date promised for Value received to pay said David Robinson or his order thirty dollars and sixty nine Cents on demand with Interest — Yet said Eliakim though often thereto required hath not performed his said promise but neglects it — to the damage of the said David Fifty Dollars.

Robinson v. Miller Nov. 134 / 1797

This Plaintiff by John Phelps Gentlemen his Attorney appears, and the defendant though three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said David recover against the said Eliakim the Sum of Thirty one dollars and eighty nine Cents damages and Costs of Suit taxed at $8.71 and thereof &c. —

Ex.n issued Nov. 23d - 1797.

Elisha Pitkin of East Hartford in the County of Hartford & State of Connecticut Esq. Pltff v. Daniel Fowler of Bethlehem in the County of Berkshire Gentleman Deft. in a plea of the Case for that whereas the said Daniel at Bethlehem to wit, at said Northampton, on the twenty second day of October in the year of our Lord, one thousand seven hundred and ninety six, by his promissory Note, duly subscribed with the hand of said Daniel for Value received promised said Elisha to pay him the Sum of Fifty dollars in Ninety days, after the date of said Note, to be paid at the dwelling house of the said Elisha in East Hartford, and said Elisha avers that he was ever ready to receive said payment agreable to tenor of said Note, Yet said Daniel though often thereto requested, hath not performed his said promise but neglects it — to the damage of the said Elisha, the Sum of Seventy dollars.

Pitkin v. Fowler Nov. 43. 1797

The plaintiff by John Phelps Gent. his Attorney in Court appears. — And the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court, that the said Elisha Pitkin recover against the said Daniel Fowler the Sum of fifty three dollars and twenty five Cents damages and Costs of Suit taxed at nine dollars and fifteen Cents and thereof &c —

53 - 25
9 - 15.

Ex.n issued Nov. 23. 1797.

Bancroft vs. Phelps — Nov. 24. 1797.

Enoch Bancroft of Granville in the County of Hampshire Gent. and trustee of the fund in the East Society in Granville — plaintiff vs. Abel Phelps of Granville aforesaid Yeoman Deft. in a plea of trespass on the Case for that the said Abel at said Granville on the seventeenth day of May in the year of our Lord, Seventeen hundred and ninety six, by his note in writing under his hand of that date for Value received promised said Enoch as trustee aforesaid to pay him or his Successor in said office the Sum of thirty three dollars and thirty four Cents, on demand, with lawful Interest annually from the first day of January ~~annually~~ then last past — Yet the said Phelps tho often thereto required hath not performed his said promise but neglects it — to the damage of the said Enoch. the Sum of Sixty dollars. —

The plaintiff by John Phelps Gent. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Enoch recover against the said Abel the Sum of thirty six dollars thirty four Cents damages and Costs of Suit taxed at £ 0-18-8 and thereof &c

Ex.n issued Nov. 23. 1797.

Rising vs Saunders — Nov. 25. 1797

Abner Rising of Granville in the County of Hampshire Yeoman Plaintiff vs. Ephraim Saunders of said Granville Yeoman alias Cooper defend.t in a plea of the case for that the said Ephraim at s.d Granville on the day of the purchase of this Writ in consideration that the said Abner there before that time at the special instance and request of the said Ephraim had sold and delivered him divers goods Wares and merchandizes, he the said Ephraim undertook, and then and there faithfully promised said Abner to pay him so much money on demand as said goods Wares and Merchandizes, were reasonably worth at the time of the Sale and delivery thereof — And the said Abner in fact says that said Goods Wares and Merchandizes at the time aforesaid were reasonably worth the sum of twenty dollars, of which said Ephraim then and there had notice — Yet said Ephraim though often thereto requested hath not performed his said promise but neglects it — to the damage of the said Abner Thirty Dollars. — — — —

This Case being entered — the plaintiff by John Phelps Gent. his Attorney appears — and the Defendant though three times publicly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Abner Rising recover against the said Ephraim the Sum of twenty Dollars damages and Costs of Suit, taxed at £ 0. 3. 8 and thereof &c

Ex.n issued Nov. 23. 1797.

Pettibone vs Miller — Nov. 26. 1797.

Chauncey Pettibone of Granby in the County of Hartford and State of Connecticut Gent. plaintiff vs. Israel Miller of Washington in the County of Berkshire, Yeoman alias Taylor, Deft. in a plea of the Case for that the said Isaac at said Granby to wit at said Northampton

on the Seventeenth day of February in the Year of our Lord one thousand seven hundred, and Ninety One by his note in writing under his hand of that date for Value received promised said Chauncey to pay him the full sum of Sixty pounds eight shillings lawful money on demand with Interest – which the plaintiff avers is equal to twenty one dollars and thirty three Cents – Yet said Isaac though often requested, hath not performed his said promise but neglects it – to the damage of the said Chauncey Fifty Dollars – – – –

The plaintiff by John Phelps Gent. his Attorney appears, and the Defendant though three times publickly called to come into Court – makes default of their appearance here – Wherefore it is considered by the Court that the said Chauncey recover against the said Isaac the sum of Thirty five dollars damages and Costs of Suit taxed at nine dollars and thirty one Cents – – – – – – – – – – – –

after which the said Isaac by Thomas Gould Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next – and recognizes with sureties for his prosecuting the same appeal with effect. ——

Phelps vs Field Nov. 28. 1797.

Oliver Phelps of Suffield in the County of Hartford and State of Connecticut Esquire plaintiff vs David Field of Conway in the County of Hampshire Yeoman Defendant, in a plea of trespass on the Case for that the said David Field at Northampton aforesaid on the fifteenth day of March in the Year of our Lord seventeen hundred and ninety four, by his Note in writing under his hand of that date On demand for Value received promised the plaintiff to pay him or his order, Ninety pounds two shillings and three pence (equal in Value to Three hundred dollars and thirty eight Cents) lawful money of New England, with the lawful Interest for the same till paid – Yet the said David Field though often thereto requested, hath never paid the Contents of his said Note but unjustly neglects and refuses so to do – to the damage of the said Oliver Phelps the Sum of four hundred Dollars. – – – – – – – –

The Plaintiff by Joseph Lyman Esq. his Attorney appears and the Defendant though three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Oliver Phelps recover against the d. David the Sum of three hundred and sixty six dollars, thirty seven Cents damages and Costs of Suit taxed at seven dollars and sixty nine Cents damages and thereof &c. – – – – – – –

After which the said David Field by B. Parsons Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last Tuesday of April next – and recognizes with sureties to prosecute the same appeal with effect

Crosman
vs
Rawson
Nov. 20. 1797

Nathan.l Crosman of Chester in the County of Hampshire Yeoman Pltff.
vs Edmund Rawson Junr. of Montague in said County Yeoman Defdt.
in a plea of trespass on the case for that the said Edmund at Montague
on the eighth day of June last past by his Note in writing under his hand
of that date for Value received promised the plaintiff to pay him or order
thirty one dollars and ninety five Cents in three months from the
date of said Note with use (meaning lawful Interest) for the same
untill paid Yet the said Edmond though often requested hath never
paid the Contents of said Note or any part thereof but unjustly neglects
it to the damage of the said Nathaniel fifty dollars. ——
The plaintiff by Joseph Lyman Esqr. his Attorney appears, and
the Defendant though three times publickly called to come into
Court makes default of his appearance — Wherefore it is considered
by the Court that the said Nathaniel recover against the said
Edmund the Sum of thirty two dollars and seventy eight Cents dam
ages and seven dollars and thirty five Cents Costs of Suit — and
thereof &c — after which the Defendant by Richard E Newcomb
Gent. his Attorney comes into Court and appeals from the Judg
ment of this Court to the Supreme Judicial Court to be holden at
Northampton within and for the County of Hampshire on the last
Tuesday of April next and recognizes with Sureties for his prosecuting
the same appeal with effect. ——

Stoddard
vs
Walcott
Nov. 22. 1797

John Stoddard of Northampton in the County of Hampshire Merch.t
and Solomon Stoddard Junr. of Williamstown in the County of Berk
shire Gent.n pleintiffs vs Samuel Walcott of Williamsburg in the
County of Hampshire Yeoman Defendant in a plea of trespass on the
Case for that the said Walcott at Northampton aforesaid on the fifteenth
day of August last past by his Note in writing under his hand of
that date for Value received promised one Solomon Stoddard to
pay him or order forty dollars in fifteen days from the date with
Interest, and afterwards to wit on the same fifteenth day of August
at Northampton aforesaid the said Solomon Stoddard by his
indorsement with his proper hand subscribed for Value received
ordered the Contents of said Note then wholly due and unpaid to
be paid to the said John and Solomon Junr. to wit ten pounds three
shillings and four pence equal in Value to thirty three dollars and eighty nine
Cents = with the Interest to be paid to the said John — and one pound
sixteen shillings and eight pence, equal in Value to six dollars & eleven
Cents with the Interest to the said Solomon Junr., of which the said Wal-
cot had notice and so became chargable in Law to pay the Contents of said
Note to said John and Solomon Junr. agreable to the Tenor of said Note and
the indorsement thereon — and being so chargeable then and there in
consideration thereof promised the Pltffs. to pay the same accordingly. Yet
the said Walcott though often requested hath never performed his promise
aforesaid but neglects it to the damage of the said John and Solomon
Junr. forty dollars. — The pltffs by Joseph Lyman Esqr. their
Attorney appear — and the Defendt. though three times publickly called
to come into Court makes default of his appearance, wherefore it is con
sidered by the Court that the said and Solomon Junr. recover against the

said Samuel the Sum of forty dollars and sixty Cents damages and Costs of Suit taxed at seven dollars and ninety nine Cents and thereof &c —
After which the said Samuel Walcott by Saml Hinckley Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with Effect — —

Lyman vs Phelps Nov. 53. 1797

Joseph Lyman of Northampton in the County of Hampshire Esqr Plaintiff vs. Moses Phelps of Rushell in said County Yeoman Deft. in a plea of trespass on the case for that the said Moses at Northampton aforesaid on the eighth day of April in the Year of our Lord one thousand seven hundred and ninety seven by his note in writing under his hand of that date for Value received promised the said Joseph to pay him or order the sum of Seven pounds seven shillings and four pence (equal in Value to twenty four dollars and fifty six Cents) on demand with Interest for the same untill paid. Yet the said Moses though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — to the damage of the said Joseph the Sum of Sixty Dollars.
The plaintiff appears — and the defendant though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Joseph recover against the said Moses the Sum of Seventeen dollars and seventeen Cents damages and Costs of Suit taxed at $ 5-95 and thereof &c —

Exⁿ signed Nov. 21. 1797.

Emmons vs Mitchel Nov. 55. 1797

Samuel Emmons of East Haddam in the County of New London & State of Connecticut Yeoman Pltff vs. Joseph Mitchell of Rushell in the County of Hampshire Yeoman Deft. in a plea of trespass on the Case for that the said Joseph at said Rushell on the twenty fourth day of July in the Year of our Lord seventeen hundred and Ninety five, by his Note in writing under his hand of that date for Value received promised the Pltff to pay him the Sum of four pounds and six pence half penny (equal in Value to thirteen dollars and forty two Cents) lawful money on demand with Interest untill paid — Yet the said Joseph though often thereto requested hath never paid the Contents of said Note but unjustly neglects so to do to the damage of the said Samuel the Sum of Twenty Dollars.
The plaintiff by Joseph Lyman Esqr his Attorney appears, and the Defendant though three times publickly called to come into Court makes default of his appearance — Wherefore it considered by the Court that the said Samuel recover of the said Joseph the Sum of fifteen dollars and thirty one Cents damages and Costs of Suit taxed at $ 8-51 — and thereof &c.

Exⁿ signed Nov. 21. 1797.

Ludlow
v.
Cooley—
Nov. 5d. 1797

Peter Ludlow of the City County and State of New York Merch. Pltff
v. Enos Cooley of Tyringham in the County of Berkshire Yeoman Deft
in a plea of the Case for that the said Enos at a place called Tyringham
to wit at Northampton aforesaid on the fifteenth day of February in the
Year of our Lord one thousand seven hundred and ninety six, by his
Note in writing under his hand of that date for Value received promised
one Thiel Bartlet to pay him or order the Sum of three hundred &
thirty three dollars, thirty three and one third Cents, in one Year from
the first day of October then next - with Interest after the first day of
April then next untill paid - and afterwards to wit on the same Six
teenth day of February aforesaid at Northampton aforesaid the sd Thiel
by his endorsement on the same Note ordered the Contents thereof then
wholly due and unpaid to be paid to the Pltff for Value recd. of all
which the said Enos had due Notice and thereby became chargable
to pay the Pltff the contents of said Note and the endorsements thereon
and being so chargeable then and there in consideration thereof promised
said Peter to pay him the same accordingly - Yet the said Enos though
often requested hath never paid the Contents of said Note but unjustly
neglects it to the damage of the said Peter as he saith the Sum of
Five hundred Dollars.
The Pltff. by Jos Lyman Esq his Attorney appears, and the Defendt.
though three times publickly called to come into Court makes default
of his appearance here - Wherefore it is considered by the Court that the
said Peter recover against the said Enos the Sum of Three hundred
and sixty five dollars eighty four Cents damages and Costs
of Suit taxed at $9.71 and thereof &c.

Exd. ffi. Nov. 21. 1797

Read
v.
Bush—
Nov. 5d. 1797.

Joseph Read of Belchertown in the County of Hampshire a Deputy
Sheriff under Ebenezer Mattoon Esq. Sheriff of the same County Pltff
v. Solomon Bush of Ware in said County Yeoman, in a plea
of the Case for that the said Solomon at Northampton aforesaid
on the fifth day of June last past by his Note by him subscribed of
that date for Value received promised the Pltff to pay him or his order
the Sum of twenty eight dollars and eight Cents on demand with
Interest. Yet the said Solomon though often requested hath never
paid said Sum but unjustly neglects and refuses so to do - to the
damage of the said Joseph fifty dollars.
The plaintiff by Jonathan Grant Genl. his Attorney appears &
the Defendant though three times publickly called to come into
Court makes default of his appearance here - Wherefore it is con-
sidered by the Court that the said Joseph do recover against
the said Solomon the Sum of twenty eight dollars eighty two Cents
damages and Costs of Suit taxed at $7.67 and thereof &c —

Exd. ffi. Nov. 23d. 1797 —

John Patrick of Weston in the County of Worcester Yeoman, Pltff. vs. John Church of Belchertown in the County of Hampshire Husbandman Deft. in a plea of the case for that the said Church, at Belchertown aforesaid on the thirteenth day of January last past, by his Note of that date by him subscribed for Value rec'd promised the Pltff to pay him or his order the sum of twenty four dollars and thirty nine Cents, to be paid on the twenty fourth day of June then next — Yet the said Church though often requested hath neglected and refused so to do. — — — to the damage of the said John Patrick the sum of Fifty Dollars — the Pltff by Sol. Grant Gent. his Attorney appears and the Deft. though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover of the said Church the sum of twenty seven dollars and six Cents damages and Costs of Suit taxed at Seven dollars & eighty one Cents and thereof &c. — After which the said Church by Edward Upham Gent. his Atty. comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Patrick vs Church Nov. Co. 1797

Matthew Lafflin Junr. of Southwick in the County of Hampshire Yeoman Pltff. vs Benjamin Davenport of Worthington in the County of Hampshire Gentleman in a plea of trespass on the case for that said Benjamin at Worthington aforesaid on the thirtieth day of May last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order Sixty dollars in four months from the above date with Interest after two months from the date of said Note — Yet the said Benjamin though often thereto requested and although the time of Payment has long since elapsed hath never performed his said promise by paying the Contents of his said Note, but unjustly neglects and refuses so to do. to the damage of the said Matthew One hundred Dollars. —
The Plaintiff by Elijah Bates Gent. his Attorney appears and the Deft. though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Matthew recover against the Benjamin the Sum of Sixty one dollars and Sixty eight Cents damages and Costs of Suit taxed at Seven dollars twenty six Cents and thereof &c —
After which the said Benjamin Davenport by Benj. Parsons Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties to prosecute the same appeal with — Effect —

Lafflin vs Davenport Nov. 61. 1797

William Cooley Junr. of Granville in the County of Hampshire Tanner Pltff vs Elias Miller of Southwick in said County, Yeoman, otherwise called Elias Miller of Southwick aforesaid Cordwainer, Defendant in a plea of the Case for that the said Elias at said Granville on

Cooley vs Miller Nov. 61. 1797

the eleventh day of November in the Year of our Lord, seventeen hundred and ninety five by his note in writing under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Twenty Six dollars and sixteen Cents within one Year from the date of said Note with Interest from the date of said Note till paid — Also for that the said Elias Miller afterwards on the same day and Year last abovementioned by his Note in writing under his hand of that date for Value received promised the Pltff to pay him or order another Sum of Thirty eight dollars worth of neat Hides (meaning neat Cattle Hides) within three months from the date of said Note with Interest till paid — and the Plaintiff avers that he was ready to receive said Hides according to the condition of sd Note. Yet the said Elias the often thereto requested has never performed either of his said Promises but unjustly neglects and refuses so to do —— To the damage of the said William Cooley Jun. one hundred & Sixty dollars The plaintiff by Elijah Bates Gent. his Attorney appears and the Defendt though three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said William recover against the said Elias the Sum of One hundred & twenty seven dollars and eighty six Cents damages and Costs of Suit taxed at $7.85. and thereof &c. — — Examined Nov. 22d 1797

Cooley vs Hatch Nov. 23. 1797

William Cooley Junr. of Granville in the County of Hampshire Tenna. Pltff v. Timothy Hatch of Blanford in said County Gentn. Defendt in a plea of Trespass on the Case for that the said Timothy at said Blanford on the fifth day of April last past, by his Note in writing under his hand of that date for Value received promised one Percy Button to pay him or order eighty dollars by the tenth day of October then next with Interest till paid — and the said Percy Button afterwards on the sixteenth day of October current at Granville aforesaid by his endorsement in writing on the same Note by him subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the Plaintiff according to the Tenor and effect of said Note and the endorsement — of which the said Timothy afterwards viz on the same sixteenth day of October current and at the place last abovementioned had notice, and thereupon became liable and chargeable to pay to the said William the Sum mentioned in said Note according to the tenor and effect of the same Note and the said endorsement and being so chargeable, in consideration thereof then and there assumed on himself and to the plaintiff promised so to do — Yet the said Timothy though thereto requested hath never performed his said promises by paying said Note to the plaintiff but refuses to do it — to the damage of the said William the Sum of One hundred dollars ——
The plaintiff by Elijah Bates Gent. his Attorney ~~comes into~~ appears Court and the Defendt though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William recover against the said Timothy the Sum of Eighty three dollars and two Cents damages and Costs of Suit taxed at Seven dollars & 77 Cents — after which the said Timothy by Eli Dr Ashman Gent. his Atty. comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect.

Foot
vs
Starkweather
Nov. 6d. 1797

Enos Foot of Southwick in the County of Hampshire Pltff. vs. Cyrus Starkweather of Southwick aforesaid Yeoman Deft. in a plea of trespass on the case for that the said Cyrus at said Southwick on the eleventh day of March in the Year of our Lord One thousand seven hundred and ninety six by his note in writing under his hand of that date for Value received promised the plaintiff to pay him Twenty dollars on demand with use/meaning with the lawful Interest till paid— Yet the said Cyrus although often thereto requested has never fulfilled his said Promise by paying the Contents of said Note but unjustly neglects and refuses so to do. to the damage of the said Enos Foot forty dollars—

The plaintiff by Elias Bates Gent. his Attorney appears and the Defendt. although three times publicly called to come into Court makes default of his appearance wherefore it is considered by the Court that the Pltff do recover against the said Cyrus the Sum of Twenty dollars & eighty four Cents damages and Costs of Suit taxed at seven dollars & Eighty three Cents and thereof &c—

Afterwhich the said Cyrus Starkweather by Joseph Lyman Esq. his Attorney comes into Court and appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last Tuesday of April next & recognizes with Surities for his prosecuting the same appeal with effect.—

Andrews
vs
Sheldon
Nov. 6d. 1797.

Ralph Andrews of Montgomery in the County of Hampshire Yeoman Plaintiff vs Pliny Sheldon of Westfield in the County aforesaid, Yeoman, Deft. in a plea of the Case for that the said Pliny at Montgomery afore. on the thirtieth day of September in the Year of our Lord one thousand seven hundred and ninety six, by his Note in writing under his hand of that date for Value received promised one Amasa Squires to pay him or his order the Sum of Forty dollars to be paid in one year from the date /meaning the date of said Note/ with Interest till paid, and afterwards to wit on the day of the purchase of this Writ at said Westfield, by his indorsement in writing on the same Note subscribed with his hand, ordered the Contents of of the same Note then wholly due and unpaid to be paid to the Plaintiff for Value received, according to the tenor and effect of said Note & the said indorsement of which the said Pliny then and there instantly had notice and thereupon became chargeable to pay the Pltff the Contents of said Note according to the tenor of the same and the same indorsement - and being so chargeable then and there in consideration thereof assumed on himself and to the plaintiff faithfully promised so to do — Yet the said Pliny tho often thereto requested, hath never paid the Contents of said Note to the plaintiff but unjustly neglects and refuses to do it to the damage of the said Ralph Sixty Dollars — — The Plaintiff by Elijah Bates Gent. his Atty appears and the Deft. tho three times publicly called to come into Court makes default of his Appearance wherefore it is considered by the Court that the said Ralph recover against the said Pliny the Sum of forty one dollars sixty four Cents damages and Costs of Suit taxed at $6-56 & thereof &c

After which the said Pliny by Joseph Lyman Esq. his Attorney comes into Court and appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surities for his prosecuting the same appeal with effect.

Foot &c
vs
Tillotson
Nov. 30. 1797

Enos Foot and Richard Dickinson of Southwick in the County of Hampshire Traders and Joint Dealers in Merchandize plaintiffs vs. Abel Tillotson of Granville in said County Yeoman Deft. in a plea of the Case for that whereas the said Abel at said Southwick on the thirteenth day of August last past by his promissory Note of Hand of that date for Value received promised one Isaac Gillet to pay him or his order the sum of Seventy three dollars silver Money with Interest seven months from date meaning the date of said Note - and afterwards to wit on the same day the said Isaac by his indorsement on the back of said note in writing and with his proper hand subscribed ordered the Contents of said Note then wholly due and unpaid to the plaintiffs of all which the said Abel there immediately had Notice to wit on the same day had due notice and by means of the premises the said Abel became liable to pay the same Contents to the Plaintiffs & being so liable he the said Abel then and there in consideration thereof assumed on himself and faithfully promised the plaintiffs to pay them the Contents of the same Note according to the tenor thereof and the endorsement yet the said Abel although often requested hath never paid the Contents of said Note or fulfilled his promises aforesaid but unjustly neglects and refuses so to do to the damage of the said Foot and Dickinson the Sum of Forty Dollars —

The Plaintiffs by Eli P. Ashman their Attorney appear, and the Defendt although three times publickly called to come into Court makes default of his appearance here - whereforeit is considered by the Court that the Pltffs Enos and Richard recover against the said Abel the Sum of twenty nine Dollars and ninety one Cents Damages and Costs of Suit taxed at Seven dollars and ninety two Cents and thereof &c —

After which the said Abel by John Phelps Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Securities for his prosecuting the same appeal with effect. —

Hatch
vs
Lloyd -
Nov. 30. 1797

Timothy Hatch of Blanford in the County of Hampshire Gentleman Pltff vs. James Lloyd Junr. of Ludlow in said County Yeoman Defendt. in a plea of trespass on the Case for that whereas the said James at said Blanford on the nineteenth day of June last past by his promissory Note of hand of that date for Value received promised by the Name and description of James Lloyd J. to pay him the Sum of Eleven dollars and fifty four Cents with Interest by the first day of September then next and now past - Also for that for that whereas the said James at said Blanford on the first day of October current was justly indebted to the said Timothy in the Sum of one dollar and sixty two Cents for divers goods Wares and Merchandizes there before that time by the Pltff Timothy to the said James and at his special Instance and request sold and delivered and being so therein indebted he the said James then and there in consideration thereof assumed on himself and faithfully promised the said Timothy to pay him the same Sum on demand - Yet the said James tho often thereto requested has not performed his said promises or either of them but unjustly neglects and refuses to do it - to the damage of the said Timothy thirty Dollars —

The Plaintiff by Eli P. Ashman his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his

his appearance here. Wherefore it is considered by the Court that the Pltff recover against the said James the sum of thirteen dollars and forty five Cents damages and Costs of Suit taxed at $ 7.92.

Executed Decr 6th 1797.

Silas Pepoon of Stockbridge in the County of Berkshire Gentn Pltff vs Samuel Jones of Middlefield in said County, Hampshire Gentn and Caleb Jones of Enfield in the County of Hartford and State of Connecticut Yeoman otherwise called Caleb Jones of Sheffield in the same County Yeoman Defendts in a plea of trespass on the Case for that whereas the said Samuel and Caleb at Middlefield aforesaid on the twenty fourth day of January in the Year of our Lord seventeen hundred and ninety five together with one Philip Jones then alive but now deceased, by their note in writing of that date by their proper Hands subscribed for Value received promised the said Silas to pay him twenty six pounds five shillings Lawfl. (meaning lawful money) equal to eighty seven dollars & fifty Cents in Beef Cattle at the Cash Value delivered at his House (meaning his dwelling House in Stockbridge to wit in said Northampton, on the fifteenth (meaning the fifteenth day) of October seventeen hundred and ninety seven (meaning the Year of our Lord.) with Interest — And the plaintiff avers he has always been ready to receive said Beef equable to the tenor of said Note and the true intent and meaning thereof — Yet said Philip in his Life time nor the said Samuel and Caleb or either of them although often thereto requested have never delivered said Beef or in any way performed their promise aforesaid but unjustly neglect and refuse so to do to the damage of the said Silas the Sum of two hundred dollars. — — —

Pepoon vs Jones & al. Nov. 72. 1797

The Pltff by Eli P. Ashmun Gentn their Attorney appears and the Defendants although three times publickly called to come into Court make default of his appearance here — Wherefore it is considered by the Court that the said Silas recover against the said Samuel and Caleb the Sum of One hundred and two Dollars and thirty seven Cents Damages and Costs of Suit taxed at $ 8.71 and thereof &c — — —

After which the said Samuel and Caleb by Jon Woodbridge Gentn their Attorney came into Court and appeal from the Judgment of this Court to the supreme Judicial Court ~~next~~ to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and acknowledges with Sureties for his prosecuting the same appeal with Effect —

John W Babcock of Blanford in the County of Hampshire Yeoman plaintiff vs Solomon Crowell of West Springfield in said County Yeoman Defendt in a plea of trespass on the Case for that whereas the said Solomon at said Blanford on the seventeenth day of December last past, by his promissory note of hand of that date for Value received promised the said John W. to pay him fifty dollars on or before day of March then next and now past with Interest till paid — Yet the said Solomon tho often requested has not performed his said promise but unjustly neglects and refuses so to do — to the damage of the said John W — the Sum of Seventy Dollars.

Babcock vs Crowell No. 74. 1797

The plaintiff by Eli P. Ashmun Gentn his Attorney appears and the Defendant although three times publickly called to come into Court

makes default of his appearance here Wherefore it is considered by the Court that the said John W recover against the said Solomon the Sum of fifty two dollars and seventy five Cents damages and Costs of Suit taxed at ~~eight~~ Sixty dollars ~~and~~ fifty seven Cents Costs of Suit and thereof &c ——
After which the said Solomon by John Phelps Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect ——

Colton & al. vs Fuller Nov. 25. 1797

Joseph Colton and James Bradish both of Cummington in the County of Hampshire Traders plaintiffs v. John Fuller of Cummington aforesd Yeoman Defendt in a plea of trespass on the Case for that the said John at said Cummington on the twenty third day of March last past by his Note in writing under his hand of that date for Value received promised said Joseph and James by the name of Joseph Colton & Co. to pay them or order thirty seven dollars and four shillings equal to thirty seven dollars and sixty six Cents on demand with Interest – Yet the said John hath never paid the Contents of said Note altho he hath often been requested thereto but unjustly neglects it to the damage of the said Joseph and James fifty dollars —
The Plaintiff By Benj. Parsons Gent. his Attorney appears and the Defendt although three times publickly called to come into Court makes default of his appearance – Wherefore it is considered by the Court that the said Joseph and James do recover of the said John the Sum of thirty five dollars seventeen Cents damages and Costs of Suit taxed at $7-3 and thereof &c.

Exd. ifsued Novr. 25th 1797.

Same vs Sampson Nov. 26. 1797

Joseph Colton and James Bradish both of Cummington in the County of Hampshire Traders Plaintiffs v. Jacher Sampson of Worthington in the County aforesaid Yeoman in a plea of trespass on the Case for that the said Jacher at said Cummington on the day of the purchase of this Writ was justly indebted to the Plaintiffs in the Sum of fifty dollars for divers Goods Wares and merchandizes there before that time sold & delivered at the special instance and request of the said Jacer and being so indebted the said Jacer in consideration thereof afterwards on himself and to the Plffs then and there faithfully promised to pay the same on demand with Interest Yet the said Jacer tho often requested hath never paid the same sum but unjustly neglects it to the damage of the Joseph & James fifty dollars. — — — —
The Plffs by Benj. Parsons Gent. their Attorney appear and the Defendant although three times publickly called to come into Court makes default of his appearance – Wherefore it is considered by the Court that the Joseph and James do recover of the said Jacer the Sum of fifty dollars damages and Costs of Suit taxed at Seven dollars & seven Cents and thereof &c after which the said Jacer by Jno. Woodbridge Gent. his Atty comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. ——

Joseph Colton and James Bradish both of Cummington in the County of Hampshire Joint Traders plaintiffs v. George Whitney of Plainfield in said County Yeoman Defendt. in plea of trespass on the Case for that the said George at Cummington aforesaid on the first day of April last past by his note in writing under his hand of that date for Value received promised the said Joseph and James by the name of Joseph Colton & Co. to pay them or order twenty four Dollars on demand with Interest — also for that the said George at Cummington aforesaid on the same first day of April aforesaid by his other Note in writing under his hand of that date for Value received promised the said Joseph and James by the Name and Description of Joseph Colton and Co. to pay them or order thirty three shillings and three pence equal in Value to five dollars and fifty four Cents — on demand with Interest — to be paid in good flax or good sugar at the Cash price and the Plaintiffs aver they were always ready to receive said flax and Sugar — Yet the said George tho often thereto requested hath never paid either of said Sums or performed either of his said promises but neglects it to the damage of the said Joseph and James the Sum of fifty dollars.

Same vs Whitney Nov. 7d. 1797.

The Plaintiffs by B. Parsons Gent. their Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph and James do recover of the said George the sum of thirty dollars and sixty eight Cents damages and Costs of Suit taxed at $8 & 99 and thereof &c.

Examined Nov. 25th — 1797. —

Consider White of Worthington in the County of Hampshire Trader and James Burr of the City and County of Hartford and State of Connecticut Trader plaintiffs v. Daniel Leonard of Warwick in the County of Hampshire Yeoman Defendt. in a plea of trespass on the case for that the said Daniel at said Worthington on the sixth day of January last by his Note in writing under his hand of that date for Value received promised the Pltffs. by the Name of White and Burr to pay them or order thirty one dollars ninety four Cents by the first day of August then next with Interest — Yet the said Daniel tho often requested hath never paid the Contents of said Note but unjustly neglects it to the damage of the said White and Burr fifty Dollars —

White & al. vs Leonard Nov. 7d. 1797

The plaintiffs by Benjamin Parsons Gent. their Attorney appears & the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Consider White and James Burr recover of the said Daniel Leonard the Sum of thirty three dollars and fifty four Cents damages and Costs of Suit taxed at $8 & 47 — and thereof &c — After which the said Daniel by Jon. Wordbridge Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

White & al. vs Tanner Nov. 29. 1797

Consider White of Worthington in the County of Hampshire Trader and James Burr of the City and County of Hartford and State of Connecticut Trader Plaintiffs vs. John Tanner of Norwich in the County of Hampshire Yeoman Deft. in a plea of trespass on the case for that the said John at said Worthington on the twenty third day of December last past by his Note in writing under his hand of that date for Value received promised the Plffs by the name of White and Burr to pay them or order twenty eight dollars & twenty Cents with Interest on demand. Yet the said John though often requested hath never paid the Contents of said Note but unjustly neglects it to the damage of the said White and Burr forty dollars.
The plaintiffs by Bradford & Parsons their Attorney appear and the defendt although three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said White and Burr do recover against the said John the Sum of twenty nine dollars and eighty Cents damages and Costs of suit taxed at eight dollars thirty one Cents and thereof &c —
After which the said John by Paul Woodbridge Gent. his attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. ——

Same vs Ripley Nov. 30. 1797

Consider White of Worthington in the County of Hampshire Trader and James Burr of the City and County of Hartford and State of Connecticut Trader pltffs vs Jonathan Ripley of Windsor in the County of Berkshire Yeoman defendt in a plea of trespass on the case for that the said Jonathan at said Worthington on the third day of March last past by his Note in writing under his hand of that date for Value received promised the Pltffs by the Name of White and Burr to pay them or order five pounds twelve shillings and eleven pence / equal to eighteen dollars and eighty Cents with Interest by the first day of this next which time is now past. Yet the said Jonathan tho often requested hath never paid the Contents of said Note but unjustly neglects it to the Damage of the said White and Burr Thirty Dollars —
The plaintiffs by Benj. Parsons their Atty. appear and the Defendt although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said White and Burr do recover of the said Jonathan the Sum of Nineteen Dollars & sixty Cents damages and Costs of suit taxed at Eight dollars and forty seven Cents and thereof &c —
After which the said Jonathan Ripley by Pitham Cushman Gentleman his Attorney comes here into Court and appeals from the Judgment of this Court to the ~~next~~ Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next & recognizes with Surties for his prosecuting the same appeal with effect —

Levi Shephard of Northampton in the County of Hampshire Trader Pltff. v. Ezra Phillips of Chesterfield in the same County Yeoman Deft — in a plea of trespass on the Case for that the said Ezra at said Chesterfield on the twenty fourth day of October last past was justly indebted to the pltff in the sum of twenty five dollars for divers goods Ware and Merchandizes then before that time sold and delivered at the special instance and request of the said Ezra and being so indebted in consideration thereof the said Ezra assumed on himself and to the plaintiff then and there faithfully promised to pay him the same sum on demand — Also for that the said Ezra at said Chesterfield on the day of the purchase of this Writ being justly indebted to the pltff in another sum of Twenty dollars for the the sum of money there before that time had and received to the plaintiffs use assumed on himself and to the Pltff then and there faithfully promised to pay him the last mentioned sum on demand — Yet the said Ezra though often requested hath never performed either of his said promises but neglects it to the damage of the said Levi Fifty Dollars —

Shephard v. Phillips Nov. 81. 1797.

The Plaintiff by Benj.a Parsons Gent. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said Levi do recover of the said Ezra the sum of twenty six dollars and fifty Cents damages and Costs of Suit taxed at $5.63 and thereof &c

Exd. issued Nov.r 25. 1797.

Reuben Bangs of Chesterfield in the County of Hampshire Trader Plaintiff v. Ezra Phillips of Chesterfield aforesaid Defendant in a plea of Trespass on the Case for that the said Ezra at said Chesterfield on the day of the purchase of this Writ was justly indebted to the Pltff in the sum of Thirty dollars for divers goods Wares and merchandizes then before that time sold and delivered at his special instance and request — and being so indebted He the said Ezra in consideration thereof assumed on himself and to the plaintiff then and there faithfully promised to pay him the same sum on demand — Yet the said Ezra tho often requested hath never performed his promise but unjustly neglects it — To the damage of the said Reuben thirty dollars. The Plaintiff by Benj.a Parsons Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben do recover of the said Ezra the sum of Thirty dollars damages and Costs of Suit taxed at $6.62 and thereof &c. —

Bangs v. Phillips Nov. 82. 1797

Exd. issued Nov.r 25th 1797.

Daniel Kenney of Worthington in the County of Hampshire Yeoman Pltff. v. Elisha Ludden of Chesterfield in the same County Yeoman Defendant in a plea of trespass on the case for that the said Elisha at said Chesterfield on the nineteenth day of November last past, by his Note in writing under his hand of that date for Value received promised the said Daniel to pay him or order the sum of two hundred and four dollars by the first day of January then next ensuing to pay Interest for the same / Yet the said Elisha although often requested hath never paid said sum or fullfilled his promise aforesaid but neglects it — To the damage of the said Daniel the sum of Seventy Dollars — The plaintiff by Benj.a Parsons Gent. his Atty appears and the Defendant although ~~often requested hath never paid~~

Kenney v. Ludden Nov. 83. 1797.

three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Daniel recover against the said Elisha the Sum of Seventy one dollars thirty nine Cents damages and Costs of Suit taxed at $ 6 71 and thereof &c.

Exd. issued Nov. 25th 1797. —

Keith
vs
Maxwell
Nov. 24. 1797

Luke Keith of Cummington in the County of Hampshire Yeoman Pltff vs Joshua Maxwell of Chesterfield in said County Gent. defend. in a plea of trespass on the Case for that the said Joshua at said Chesterfield on the twenty eighth day of July last past by his note in writing under his hand of that date for Value received promised the pltff. to pay him or order six dollars in six weeks from the date (meaning the date of said Note) with Interest – also for that the said Joshua at said Chesterfield on the first day of October last past in consideration that the Pltff had there before that time let to hire to the said Joshua at his special instance and request one Yoke of Oxen for the term of sixteen Weeks assumed on himself and to the Plaintiff then and there faithfully promised to pay him on demand so much money as he the plaintiff therefor reasonably deserved to have – and the plaintiff avers he reasonably deserved to have the Sum of ten dollars of which the Dft Joshua had due Notice – Yet the said Joshua though often requested hath never performed either of his said promises but unjustly neglects it – to the Damage of the said Luke Sixty dollars – – – – –

The Plaintiff by Benj. Parsons Gent. his attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Luke recover of the said Joshua the Sum of Sixteen dollars and ten Cents damages and Costs of Suit taxed at $ 5 89 and thereof &c

Exd. issued Nov. 25th 1797.

Hutchins & al
vs
Wells –
Nov. 25. 1797.

Hezekiah Hutchins of Northampton and Zacheus Hanchet of Worthington both in the County of Hampshire Joint Traders Pltff vs Stephen Wells of Partridge field in the County of Berkshire Yeoman Defend. in a plea of the Case for that the said Stephen at said Worthington on the day of the purchase of this Writ was justly indebted to the plaintiffs in the sum of Twenty dollars for divers goods Wares and Merchandizes there before that time sold and delivered at his special instance and request – and being so indebted the Dft Stephen in consideration thereof assumed on himself and to the Pltffs then and there faithfully promised to pay them the same sum on demand. (here follows a quantum valebat) Yet the said Stephen though often requested has never performed his promise aforesaid but neglects it to the damage of the Hutchins & Hanchet Thirty dollars.

The Plaintiff by Benj. Parsons Gent. his Atty. appears and the Defendant although three times publickly called to come into Court makes default of his appearance Wherefore it is considered by the Court that the said Hutchins and Hanchet do recover of the said Wells the Sum of nineteen dollars seventy five Cents damages and Costs of Suit taxed at $ 9 80 and thereof &c

After which the said Stephen Wells by Jno. Woodbridge Gent. his Attorney comes here into Court ~~appears and the Defendant alths~~ and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. ——

Montague vs Douglass Nov. 8th. 1797

Zebina Montague of Amherst in the County of Hampshire Esq. Pltff. vs. Joseph Douglass of said Amherst Cooper Defendt. in a plea of the case for that the said Joseph at Amherst aforesaid on the twenty second day of August last past by his Note under his hand for Value received promised said Zebina to pay him or his order thirty seven dollars & thirty nine Cents on demand, with lawful Interest for the same untill paid — and said Zebina says the same Note has never been assigned — Yet said Joseph though often requested hath never paid the same but neglects to do it — to the damage of the said Zebina fifty dollars.

The Plaintiff by Simeon Strong Esq. his Attorney appears, and the Defendant although three times called publicklly to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the pltff Zebina recover against the said Joseph the Sum of thirty three dollars and thirty two Cents damages and Costs of Suit taxed at seven dollars and nine cents and thereof &c. after which the said Joseph by Dwt. & Porter Esqrs. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next & recognizes with Securities for his prosecuting the same appeal with effect. ——

same vs Marshall Nov. 8th. 1797.

Zebina Montague of Amherst in the County of Hampshire Esq. Pltff. vs. Isaac Marshall of Amherst aforesaid Yeoman Defendt. in a plea of the case for that the said Isaac at Amherst aforesaid on the fifth day of April last past by his Note of that date by him subscribed for Value received promised the Pltff to pay him or order Twenty one dollars and ten Cents on demand with Interest untill paid — Yet the said Isaac tho often requested has not performed his said promise but neglects to do it to the damage of the said Zebina the sum of Eighty dollars. — — — — — —

The Plaintiff by Simeon Strong Esq his Attorney appears and the Defendt. although three times publicklly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Zebina recover against the said Isaac the Sum of thirty five dollars and Seventy three Cents and Costs of Suit taxed at five dollars eighty five Cents & thereof &c. Whereupon the said Isaac by Jonathan & Porter Esq his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Securities for his prosecuting the same appeal with effect. —— ——

same vs Chapman Nov. 9th. 1797

Zebina Montague of Amherst in the County of Hampshire Esq. Pltff. vs William Chapman of Belchertown in said County Gent. Defendt. in a plea of the case for that the said William at Amherst aforesaid on the sixteenth day of May in the Year of our Lord one thousand seven hundred and ninety six by his Note of that date by him subscribed for Value received promised the plaintiff to pay him or his order twenty one dollars within three months from the same date with Interest from that time if not then paid. Yet the said William tho' often requested hath not performed his said promise but neglects it to the damage of the said Zebina fifty Dollars. ——

The plaintiff by Simeon Strong Esq his Attorney appears and the Defendt. although three times publicklly called to come into makes default of his appearance here — Wherefore it is considered by the Court that the Defendt.

Z —

Debiens recover against the said William the Sum of twenty two dollars and and sixty two Cents damages and Costs of Suit taxed at five dollars and Eighty nine Cents & thereof &c — after which the said Williams by Jonathan E Porter Esq his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next — and recognizes with sureties for his prosecuting the same appeal with effect —

Field vs Cutler Nov 93. 1797

Ezekiel Field of Leverett in the County of Hampshire Trader Pltff vs James Cutler of Leverett aforesaid Gent in a plea of the Case for that said James at said Leverett on the second day of December last past by his Note for Value recd promised the plaintiff to pay him or his order five pounds and three pence (equal in Value to sixteen dollars and sixty nine Cents) on demand with Interest for the same till paid — and the same Note was never assigned also for that said James at said Leverett on the last day of May last past owed the said Ezekiel sixteen dollars and twenty five Cents for the articles contained in the Schedule hereto annexed to Ballance the same account and thereof there in consideration thereof promised said Ezekiel to pay him the same on demand — also for that the said James there afterwards to wit on the day and Year aforesaid in consideration that the said Ezekiel at the special instance & request of the said James had before that time sold and delivered unto him divers other goods Wares and merchandizes he the said James on himself assumed and to the said Ezekiel then and there faithfully promised to pay him so much money for the same Goods Wares and Merchandizes at the time of the sale and delivery aforesaid were reasonably worth on demand and the said Ezekiel avers that the same goods wares and merchandizes at the time of the sale and delivery aforesaid were reasonably worth twenty dollars and twelve Cents — Yet the said James tho' often requested hath not performed any or either of his said promises but neglects it to the damage of the said Ezekiel the Sum of Sixty dollars.

And whereas the said Ezekiel saith that the said James has not in his own hands and possession, goods and Estate to the Value of Eighty dollars aforesaid which can be come at to be attached, but has entrusted to, and deposited in the Hands of Silas Ball of Leverett aforesaid Physician, trustee of the said James goods effects and Credits to the said Value — We Command you therefore &c —

The plaintiff appears by Simeon Strong Esqr his Attorney — And the defendt although three times publicly called to come into Court makes default of his appearance here — And the Silas Ball agent and trustee as aforesaid although three times publicly called makes default of his appearance wherefore it is considered by the Court that the said Ezekiel recover of the said James in the Hands of the said trustee the Sum of twenty nine dollars seventy two Cents damages and Costs of Suit taxed at D 5 n 16 and thereof &c —

Exn issued. Novr 29th 1797. —

Deming vs Noble Nov 94. 1797.

Henry Deming of Weathersfield in the County of Hartford in the state of Connecticut Trader plaintiff vs Timothy Noble of Lanesborough in the County of Hampshire Yeoman Defendt in a plea of Trespass on the case for that the said Noble at Pittsfield to wit at Northampton aforesaid on the third day of August in the Year of our Lord seventeen hundred and ninety six by his promissory Note in writing under his hand of that date for Value recd promised ~~the said Deming~~ one Jonathan Allen to pay him or order one

hundred

hundred and twenty dollars on or before the first day of October in the year of our Lord one thousand seven hundred and ninety seven with Interest and afterwards to wit on the first day of October current at said Northampton the said Allen by his indorsement on the back of said Note with his proper hand subscribed assigned the same note to the plaintiff and ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff Value of them received, of all which the said Noble then and there instantly afterwards had notice, and so became liable and chargeable to pay the Contents of the same Note to the Plaintiff, and being so liable and chargeable he the said Noble then and there in consideration thereof undertook and promised the plaintiff to pay him the Contents aforesaid of the note aforesaid according to the tenor thereof and the Pltff avers that the said time of payment has long since passed - Yet the said Noble though he has been often thereto requested has never performed his said promise but hitherto has to do it to the damage of the said Henry two hundred Dollars.

The plaintiff by John Chandler Williams Esq his Attorney appears and the defendant although three times called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Fleming recover against the said Noble the sum of One hundred & twenty nine dollars twenty nine Cents damages and Costs of Suit taxed at $9.43 and thereof &c.

Exd Fleming Jan 19. 1798.

Thompson & al vs Sanger Nov. 95. 1797

Mathew Thompson Yeoman, and Willard Grover, Yeoman both of Suffield in the County of Hartford and State of Connecticut Plaintiffs vs Jonathan Sanger of Windsor in the County of Berkshire Defendant, in a plea of the case for that the said Jonathan at Stafford to wit at Northampton aforesaid on the seventeenth day of February last past, by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him thirty one dollars and seventy Cents lawful Money in six months from the date thereof and till paid, Yet the often thereto requested the said Jonathan hath never paid the plaintiffs the same or any part thereof but unjustly neglects it - to the damage of the said Mathew and William the sum of Fifty dollars —

The plaintiffs by Jno Dwight Jnor Gent. their Attorney appear, and the defendant although three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Mathew and William recover of the said Jonathan the sum of thirty three dollars and thirty three Cents damages and Costs of Suit taxed at eight dollars and thirty nine Cents and thereof &c —

After which the said Jonathan Sanger by Jonathan Wood Esqr Gentleman his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Bartlet vs Phelps & al Nov. 97. 1797.

Simeon Bartlet of Williamsburg in the County of Hampshire Yeoman Plaintiff vs Elephalet Phelps and Ebenezer Clap both of Northampton in said County Yeoman Defendants in a plea of trespass on the case for that the said Phelps & Clap at said Northampton on the seventeenth of August last past by their Note of Hand of that date by them subscribed by the Names of Elephalet Phelps & Ebenezer Clap Jnor for Value received promised the plaintiff to pay him Twenty eight pounds five shillings and five pence equal to ninety four dollars twenty four Cents on demand

with Interest till paid. Yet the said Phelps and Clap though often requested have not paid said sum to the plaintiff nor hath either of them paid any part of the same but neglects to do it to the damage of the said Bartlet One hundred and fifty dollars. — The plaintiff by S. Hinckley Esq. his Attorney appears and the defendants although three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Bartlet recover of the said Phelps and Clap the sum of Ninety five dollars sixty seven Cents damages and Costs of Suit taxed at four dollars & ninety seven Cents and thereof &c — — — — — — — After which the said Phelps and Bartlet by Joseph Lyman Esq. their Atty come here into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next & recognizes with sureties for his prosecuting the same appeal with effect. —

Salisbury &c
vs
Davenport
Nov. 98. 1797

Samuel Salisbury of Boston in the County of Suffolk and Stephen Salisbury of Worcester in the County of Worcester, Joint partners in trade plaintiffs vs. Benjamin Davenport of Worthington in the County of Hampshire Gentleman Defendant in a plea of Trespass on the case for that the said Benjamin at Boston to wit at Northampton aforesaid on the first day of July in the Year of our Lord one thousand seven hundred and ninety six, by his Note of hand of that date for Value received by the name of Benj. Davenport promised the plaintiffs by the names of Samuel Salisbury and Stephen Salisbury to pay them or their order the Sum of One hundred and eighty eight dollars 23 Cents meaning twenty three Cents, silver money on demand with lawful Interest in like money. Yet the said Benjamin tho. often requested hath not paid the Contents of said Note or any part thereof but neglects and refuses to do it to the damage of the said Samuel and Stephen Two hundred and thirty dollars — The Plaintiffs by Samuel Hinckley Esq. their Attorney appear and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel and Stephen do recover of the said Benjamin the Sum of One hundred and ninety four dollars and twenty Cents damages and Costs of Suit taxed at eight dollars fifty one Cents and thereof &c — After which the said Benjamin by Jonathan Woodbridge Gent. his attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Thursday of April next and recognizes with Sureties to prosecute the same appeal with effect. —

Terry
vs
Russell
Nov. 99. 1797.

Shadrach Terry of Enfield in the County of Hampshire State of Connecticut Gent. plaintiff vs. Philip Russell of Sunderland in the County of Hampshire Yeoman Defend. in a plea of the Case for that the sd Philip at Enfield to wit at Northampton in said County of Hampshire on the twenty fifth day of March last past by his Note of hand of that date for Value received promised the plaintiff to pay him thirty five dollars by the fifteenth day of September next, meaning the fifteenth day of September then next with Interest untill paid. Yet the said Phillips

tho' often requested hath not paid the same or any part of the same to the Pltff but
neglects to do it — to the damage of the said Tory Forty five Dollars ——
The plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendant
altho' three times publickly called to come into Court makes default of his appearance
here — Wherefore it is considered by the Court that the said Tory recover of the said
Pufell the Sum of thirty six dollars forty Cents damages and Costs of Suit taxed
at seven dollars and ninety nine Cents and thereof &c ——
After which the said Phillips by Jonathan E Porter Esq his Attorney comes here into
Court and appeals from the Judgment of this Court to the Supreme Judicial Court
to be holden at Northampton within and for the County of Hampshire on the last
Tuesday of April next and recognizes with Surties for his prosecuting the same appeal
with effect ——

Curtis
vs
Bangs
Nov. 100. 1797

John Day Curtis of Williamsburg in the County of Hampshire Yeoman Pltff
vs Elephalet Bangs of Williamsburg aforesaid Yeoman alias Jonas Defendt —
in a plea of the Case for that the said Elephalet at said Williamsburg on the
second day of January last past, by his Note of hand of that date for Value received
promised the plaintiff by the Name of John D Curtis to pay him or order the Sum of
twenty five dollars by the first day of September then next with Interest all
paid — Yet the said Elephalet tho' often requested hath not paid said Sum or any
part of the same to the plaintiff but neglects it to the damage of the said Curtis
the Sum of Thirty dollars —
The Plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defendt
altho three times publickly called to come into Court makes default of his
appearance here — Wherefore it is considered by the Court that the said
John Day Curtis recover of the said Elephalet Bangs the sum of twenty
five dollars and twenty eight Cents damages and Costs of Suit taxed at
five dollars and eighty nine Cents — after which the said Elephalet
by John Taylor Genl his Attorney comes here into Court and appeals from
the Judgment of this Court to the ~~next~~ Supreme Judicial Court to be holden
at Northampton within and for the County of Hampshire on the last Tuesday
of April next and recognizes with Surties for his prosecuting the same appeal
with effect. ——

Arms
vs
Williams & others
Nov. 101. 1797

Jonathan Arms of Charlestown in the County of Cheshire and State
of New Hampshire Blacksmith vs Elijah Williams ~~Sadler~~ of Deerfield in
the County of Hampshire Sadler, Andrew Bardwell, Thomas Wells and
Elihu Hart all of Deerfield aforesaid Yeoman and Augustus Lyman of sd
Deerfield Blacksmith Defendants, in a plea of trespass on the Case for
that the said Elijah, Andrew, Thomas, Elihu and Augustus at Deerfield afore
said on the tenth day of June in the Year of our Lord one thousand seven
hundred and ninety six by their Note of Hand of that date for Value received
promised the plaintiff to pay him or order on demand two thousand dollars,
with Interest — Yet the said Elijah, Andrew, Thomas, Elihu, Augustus
have not paid said Sum to the plaintiff nor hath either of them paid
any part of the same to the Plaintiff but unjustly neglects to do it — to the damage
of the said Jonathan five hundred and fifty dollars — ——
The plaintiff by Samuel Hinckley Esq. his Attorney appears and the Defts
although three times publickly called to come into Court make default of
their appearance here — Wherefore it is considered by the Court that the said
Jonathan recover against the Elijah, Andrew, Thomas Elihu &
Augustus the Sum of three hundred and two dollars and ninety four
Cents damages and Costs of Suit taxed at $10-49 and thereof &c —

After which the defendents by Wright Strong Gent. their Attorney come law into Court and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for said County on the last Tuesday of April next and acknowledge with sureties for their prosecuting the same appeal with effect. ——

Clap
v.
Clap
Nov. 103. 1797.

Joseph Clap of East Hampton in the County of Hampshire Yeoman Pltff v. Jonathan Clap of the same East Hampton Yeoman alias Gent. Defendt. in a plea of the Case for that the said Jonathan at s.d East Hampton on the eighteenth day of January last past by his Note of hand of that date for Value received promised the Plaintiff by the Name of Joseph Clap Junr to pay him or order the Sum of one pound three shillings and six pence Lett. meaning of the late lawful money, on demand with Interest and the plaintiff avers that said Sum is equal to three dollars and ninety five Cents of the present lawful money. Also for that the said Jonathan at s.d East Hampton on the day of the purchase of this Writ in consideration that the said Joseph at the special instance and request of the said Jonathan had there before that time sold and delivered the said Jonathan divers goods Ware and Merchandizes assumed on himself and to the plaintiff then and there faithfully promised to pay him so much money as the same goods Wares and Merchandizes at the time of the sale and delivery thereof were reasonably worth on demand and the plaintiff says that the same Goods Wares and merchandizes were reasonably worth at the time of the Sale and delivery thereof Sixty dollars to wit at s.d East Hampton of which the said Jonathan there afterwards the same day had Notice — Yet the said Jonathan tho.s often requested hath not paid the Contents of said Note or the sum last aforesaid or any part thereof of either of said Sums but neglects and refuses to do it to the damage of the said Joseph Twenty Dollars.

The Plaintiff by Samuel Hinckley Esq his Attorney appears and the Defendent altho.s three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said Jonathan the Sum of fifty seven dollars and ten Cents damages and Costs of Suit taxed at Seven Dollars and thirty four Cents and thereof &c

After which the said Jonathan by William Ely Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire and acknowledges with Sureties for his prosecuting the same appeal with effect. ——

Parsons
v.
Curtiss
Nov. 105. 1797

Luther Parsons of Northampton in the County of Hampshire Yeoman Pltff v. Isaac Curtiss of Williamsburg in said County Joiner defendt. in a plea of the Case for that the said Isaac at Northampton in the County aforesaid on the thirteenth day of December last past by his Note of hand of that date for Value received promised the plaintiff to pay him the Sum of Seventeen Dollars with Interest within sixty days, meaning within sixty days from the date of said Note with Interest Yet the said Isaac tho.s often requested hath not paid the same or any part of the same to the plaintiff but neglects to do it — to the damage of the said Luther Twenty dollars. ——

The plaintiff by Samuel Hinckley Esq. his Attorney appears and the Deft although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Luther recover of the said Isaac the sum of Seventeen dollars & eighty eight

Cents damages and six dollars and ninety three Cents Costs of Suit and thereof &c— After which the said Isaac by Wm Lyman Esq his Attorney comes into Court. and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at [illegible]hampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties to prosecute the same appeal with effect.

Robinson
vs
Hunt & al.
Nov. 106. 1797.

Jacob Robinson of Northampton in the County of Hampshire Yeoman Plff. vs. Joseph Fitch Hunt and Benjamin Ludden both of Williamsburg in said County Yeomen Defend^ts in a plea of trespass on the case for that the said Joseph Fitch and Benjamin at said Williamsburg on the sixth day of January in the Year of our Lord one thousand seven hundred and ninety five by their Note of Hand of that date for Value received by the Names of Joseph F. Hunt & Benj^a Ludden promised the plaintiff to pay him by the Name of Jacob Robinson or order the sum of twelve pounds six shillings and eight pence, which sum the plaintiff says is equal to forty one dollars and eleven Cents, in one Year from the date of said Note with Interest till paid. Yet the said Hunt and Ludden have not nor hath either of them paid the Contents of said Note to the plaintiff or any part thereof but neglect and refuse to do it to the damage of the said Jacob Fifty five dollars.— — — — — — —
The plaintiff by Samuel Hinckley Esqr his Attorney appears and the Defendants altho' three times publickly called to come into Court make default of their appearance here— Wherefore it is considered by the Court that the said Jacob recover against the said Joseph Fitch and Benjamin the Sum of forty eight dollars and twenty three Cents damages and Costs of Suit taxed at seven dollars ninety eight Cents and thereof &c ——
After which the said Joseph Fitch and Benjamin by Simeon Strong Junr. Gent. their Attorney come into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for their prosecuting the same appeal with effect. —— ——

Warner
vs
Burt
Nov. 107. 1797

Elihu Warner of Southampton in the County of Hampshire Cooper Plff vs. Aaron Burt of Hawley in said County Yeoman Defend^t. in a plea of trespass on the Case for that the said Aaron at Hawley aforesaid on the first day of March last past by his Note of Hand of that date for Value received promised one Artemas Loomis to pay him or order the Sum of Fifty Dollars to be paid by the first day of September then next with Interest till paid and afterwards to wit on the same first day of March aforesaid at Hawley aforesaid. no part of the sum of money aforesaid in the Note afore— being paid. the said Loomis by his certain indorsement in writing on the same Note subscribed ordered the said Aaron to pay the Contents of the same Note to the Plaintiff for Value received of which indorsement the said Aaron then and there had instant notice by reason whereof and by force of the Law the said Aaron became liable and chargeable to pay the Contents of said Note to the plaintiff on demand after said term of payment— and being so liable and chargeable as aforesaid, in consideration thereof assumed on himself and to the plaintiff then and there faithfully promised to pay him said Sum in the Note aforesaid according to the tenor &

Effect of the same Note and the indorsement aforesaid on demand after the said time of payment – Yet the said Aaron altho' often requested hath not paid the Contents of said Note or any part of the same to the Plaintiff but neglects to do it to the damage of the said Elihu Sia[illegible] Dollars – The plaintiff by Samuel Hinckley Esq his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Elihu recover against the Aaron the Sum of fifty two dollars and twelve Cents damages and Costs of Suit taxed at $9.10 & therefor &c After which the said Aaron by Elijah Paine Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect –

King & Loomis Nov. 10th. 1797

Thomas King of Hawley in the County of Hampshire Yeoman Pltff. v. Artemas Loomis of Hawley aforesaid Yeoman alias trader – in a plea of the Case for that the said Artemas at Hawley aforesaid on the twenty fourth day of October in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the Plaintiff to pay him the Sum of fifteen pounds lawful money (equal in Value to fifty dollars) in neat Cattle within one year from the date (meaning the date of s'd Note) with Interest. which time has now elapsed – and the plaintiff avers that he was always ready to receive the said neat Cattle according to the tenor of said Note – Yet the said Artemas the often requested has (nor paid said Sum nor) delivered said Cattle nor paid said the same Sum & Interest in money but neglects it to the damage of the said Thomas Eighty Dollars – The plaintiff by Elijah Paine Gent. his Attorney appears & the Defendant altho' three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said James recover against the said Artemas the Sum of fifty three dollars and twenty Cents damages and Costs of Suit taxed at $7.97 and therefor &c – After which the said Artemas by Jonathan Woodbridge Gent. his Attorney ~~appears and the Defendant~~ comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. –

Parker v. Cobb Nov. 11th. 1797.

Silas Parker of Hawley in the County of Hampshire Gentleman Pltff. v. Jonathan Cobb of Charlemont in the County aforesaid Yeoman Deft. In a plea of the case for that the said Jonathan at Hawley aforesaid on the seventh day of October in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the said Silas to pay him or order twenty six dollars and sixty four Cents in good merchantable Bar Iron by the fifteenth day of October then next following, which time has now elapsed and the Plaintiff avers

that he was always ready to receive said Iron according to the tenor of s.d Note yet the said Jonathan tho' often requested has never delivered said Iron nor paid the same sum in money but neglects it — to the damage of the said Silas fifty dollars.

The plaintiff by Elijah Paine his Attorney appears and the Defendant tho' ~~plaintiff tho' requested has never~~ three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Silas do recover against the said Jonathan the Sum of twenty six dollars and seventy seven Cents damages and Costs of Suit taxed at $ 8 and 83 and thereof &c.

Ex.n signed Nov. 25th 1797.

Wait vs Baker Nov. 111 1797.

Gad Wait of Ashfield in the County of Hampshire Trader Plaintiff vs Joseph Baker of the same Ashfield Yeoman Deft. in a plea of the case for that the said Joseph at Ashfield aforesaid on the day of the purchase of this Writ was justly indebted to the plaintiff in the sum of six pounds eleven shillings (equal in Value to twenty one dollars and eighty three Cents) to balance the accts heretofore arrear. for sundry goods Wares and merchandizes there before that time sold and delivered by the plaintiff to said Joseph at his said Joseph's special instance and request then & there in consideration thereof promised the plaintiff to pay him the same Sum on demand — Yet the said Joseph tho' often requested the same Sum has never paid but neglects it to the damage of the said Gad forty Dollars

The plaintiff by Elijah Paine Gent. his Attorney appears and the defend.t altho' three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Gad recover of the said Joseph the Sum of twenty one dollars, eighty four Cents damages and Costs of Suit taxed at $ 6 and 83 and thereof &c. —

Ex.n signed Nov. 25. 1797.

Wait vs Sadler Nov. 112 - 1797.

Gad Wait of Ashfield in the County of Hampshire Trader, plaintiff vs Noah Wright Sadler of Ashfield in the County aforesaid Yeoman Deft. in a plea of the Case for that the said Noah at Ashfield aforesaid on the twenty fourth day of July last past by his Note under his hand of that date for Value rec.d promised the Pltff. to pay him or order five pounds seventeen shillings and eight pence in lawful money (equal in Value to Nineteen dollars and sixty one Cents) and the Interest on demand. Yet the said Noah altho' often requested the same sum and Interest has not paid but neglects it to the damage of the said Gad forty Dollars —

The plaintiff by Elijah Paine Gent. his Atty. appears and the Deft. tho' three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Gad recover against the said Noah the Sum of twenty dollars damages and Costs of Suit taxed at $ 6 and 91 and thereof &c.

Ex.n signed Nov. 25th 1797. —

Frost vs Thayer Nov. 117. 1797.

Bezaleel Frost of Williamsburg in the County of Hampshire Yeoman Pltff vs Stephen Thayer of s.d Williamsburg Yeoman Defend.t in a plea of the Case for that the said Stephen at Williamsburg aforesaid on the nineteenth day of April last past, by his Note under his hand of that date for Value received promised the Pltff to pay him the Sum of five pounds eighteen shillings and eleven pence (equal in Value to Nineteen dollars and eighty two Cents) on demand with Interest — Yet the said Stephen tho' often requested the same Sum and Interest has not paid but neglects it to the damage of the said Bezaleel forty Dollars —

The plaintiff by Elijah Paine Gent. his Attorney appears and the Defendt. altho three times publickly called to come into Court, makes default of his appearance here — Wherefore it is considered by the Court that the said Bezaleel recover against the said Stephen twenty dollars and fifty Cents damages and Costs of Suit taxed at $5.93 and thereof &c —

[illegible] after which the said Stephen by Samuel Hinckley Esq. his Atty. appeared here in Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Dickinson vs Bolton Nov. 118. 1797.

David Dickinson of Ashfield in the County of Hampshire Yeoman Pltff. vs. Samuel Bolton Cordwainer in the same County Husbandman Deft. The Pltff altho three times publickly called to come into Court and prosecute his said Action, becomes nonsuit, and the Defendant tho three times publickly called makes default of his appearance — and this Case is dismissed.

Weld vs Fisk &c. Nov. 120. 1797.

Ezra Waldo Weld of Boston in the County of Suffolk Printer, Pltff. vs Lebidee Osborn Yeoman and William Fisk Junr. Yeoman, both of Greenwich in said County Defendts — in a plea of the Case for that the said Lebidee and William at said Greenwich on the thirty first day of December in the Year of our Lord one thousand seven hundred and ninety two by their promissory Note in writing under their hands of that date for Value received promised the plaintiff to pay him the Contents of a Note of Hand of Solomon Howe to the Pltff for sixteen pounds four and eleven pence dated the first day of August 1792 and whatever other debts the said Howe should contract with the pltff the same to be paid, in Grain Beef, Pork, neat Cattle Wool or flax at the market price to be delivered at Springfield, or if as convenient for said Defendants at Worcester in one month next ensuing the date of said Note with lawful Interest for the same till paid on condition the said Howe did not pay the same — and the Plaintiff says that the said Howe did not pay him the said Ezra the Contents of the Note aforesaid in said one month — ~~nor that he ever~~ nor hath he ever done the same — and the Pltff says he was always ready during said term of payment to receive said Articles at Springfield and at Worcester aforesaid — Yet said Lebidee and William the often thereto requested have never paid the plaintiff the same but unjustly neglect and refuse to do it to the damage of the said Ezra W. Waldo forty Dollars

The plaintiff by William Eby Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ezra W. Waldo do recover against the said Lebidee and William the Sum of twenty six dollars and fifty four Cents damages and Costs of Suit taxed at $8.73 and thereof &c

Exd. issued Nov. 23d. 1797.

Torrey vs Fay Nov. 121. 1797.

Moses Church of Springfield in the County of Hampshire Gent. Pltff. vs. Samuel Ribbe of Long meadow in said County Yeoman Deft. in a plea of Debt for that whereas the said Moses at a Court holden before William Pynchon Esq. one of the Justices of the peace for the County of Hampshire at his dwelling house in Springfield in said County on the fourth day of November in the Year of our Lord one thousand seven hundred & ninety three by the consideration of the said Justice recovered Judgment against the said Samuel Ribbe for the sum of five pounds ten shillings and three pence equal to eighteen dollars and forty six Cents, damages or debt and for the sum of fifteen shillings and six pence equal to two dollars and fifty eight Cents, for his costs and charges by him about his Suit in that behalf expended, whereof the said Samuel is convict as by the record thereof before the said Justice remaining manifestly appears a Copy of which Judgment is here in Court to be produced, which Judgment remains in full force, not alledged, reversed, discharged or satisfied and though two writs of Execution have been successively issued thereon of the price of forty five Cents paid received or indorsed on the same, but the same Judgment remains wholly unsatisfied and unpaid, by means whereof Action hath accrued to the Pltff to have and recover the whole of said Sums of the said Samuel - Yet the said Samuel tho often thereto requested hath never paid the same but denies and refuses to do it to the damage of the said Moses thirty dollars. —

Church vs Ribbe Nov. 122. 1797.

The Plaintiff by William Ely Gent. his Attorney appears and the Defendant altho' three times publickly called to come into Court makes default of his appearance — wherefore it is considered by the Court that the said Moses recover of the said Samuel the sum of twenty six dollars and fifty eight Cents damages and Costs of Suit taxed at $7.69 and thereof &c. — —

Exon issued Nov. 23. 1797. —

Jonathan Allen of Enfield in the County of Hartford and State of Connecticut Gentleman ~~in a plea of the case~~ plaintiff vs. Theophilus Mix Robinson of Northampton in the County of Hampshire Yeoman Defend. in a plea of the Case for that the said Theophilus at said Northampton on the nineteenth day of November in the year of our Lord one thousand seven hundred and ninety two by his promissory Note in writing under his hand of that date for Value received promised the Pltff to pay him fifty pounds equal to one hundred and sixty six dollars and sixty ~~six~~ seven Cents on the first day of May in the Year one thousand seven hundred and ninety five with lawful Interest from the first day of May next ensuing the date of said Note till paid. — Also for that said Theophilus at Enfield to wit at Northampton aforesaid on the fourteenth day of October in the year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him the Sum of Seventy eight pounds, equal to two hundred and sixty dollars lawful Money on demand with Interest for the same till paid. Yet the said Theophilus tho often thereto requested hath never paid either of the Sums aforesaid, or in any way performed either of his promises aforesaid but neglects it, To the damage of the said Jonathan five hundred Dollars. The plaintiff by William Ely Gent. his Attorney appears and the Deft altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Jonathan recover of the said Theophilus the Sum of $426.60 damages and Costs of Suit taxed at $7.95 and thereof &c. —

Allen vs Robinson Nov. 123. 1797.

Exon issued Dec. 28. 1797.

Merritt vs Barnard Nov. 12 1797

Simeon Merritt of Conway in the County of Hampshire Gent. Plaintiff vs Joshua Barnard of Leicester in the County of Worcester Yeoman Defendant in a plea of the case for that the said Joshua at Boston to wit at said Conway on the sixth day of June last past by his promissory Note of hand of that date by him subscribed, for Value received promised one Chester Bordwell to pay him or his order One hundred dollars, by the first day of September then next with Interest, and the said Chester then and there afterwards on the same sixth day of June aforesaid by his indorsement on the same Note by him subscribed transferred the same to the plaintiff for Value received, and by the same indorsement ordered the Contents of said Note then wholly due and unpaid to be paid to the plaintiff according to the tenor and effect of the same, of which the said Joshua then and there afterwards had Notice and thereupon by means of said indorsement became liable and chargeable to pay the plaintiff the Contents of said Note according to the tenor and effect of the same and being so liable and chargeable then and there in consideration thereof undertook and faithfully promised the plaintiff to pay him the Contents of the same Note accordingly — Yet the said Joshua Barnard tho' often thereto requested by the plaintiff hath never paid him the same but neglects it — to the damage of the said Simeon One hundred and fifty dollars. ——

The Pltff by Phiny Merrick Gentleman his Attorney appears and the Deft though three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Simeon recover of the said Joshua the Sum of One hundred & two dollars twenty five Cents and Costs of Suit taxed at $8.41 & thereof &c

Execn issued Nov. 23d. 1797.

White vs Richardson Nov. 12 1797

Consider White of Worthington in the County of Hampshire Trader Pltff & Joseph Richardson of Cummington in said County Yeoman Deft in a plea of the Case for that whereas the said Joseph at Worthington aforesd on the fourth day of May in the Year of our Lord one thousand seven hundred and ninety seven by his promissory Note in writing by him subscribed of that date for Value received promised the said Consider to pay him or order the Sum of thirteen dollars with Interest on demand — Yet the said Joseph tho' often requested hath never paid the same but neglects and refuses to do it to the damage of the said Consider forty dollars. ——

The plaintiff by Pitham Cushman his Attorney appears and the Deft tho' three times called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Consider recover against the said Joseph the sum of thirteen dollars and forty two Cents damages and Costs of Suit taxed at $6.99 and thereof &c ——

Execn issued Nov. 20th 1797.

Bradish vs Tower Nov. 13 1797

James Bradish of Cummington in the County of Hampshire Physician plaintiff vs Mathew Tower of the same Cummington Yeoman Deft in a plea of the Case for that whereas the said Mathew at Cummington aforesd on the eighth day of August in the Year of our Lord fifteen hundred and ninety seven, by his promissory Note in writing of that date, by him subscribed, then and there for Value received promised the said James to pay him or order the sum of four pounds twelve shillings and eight pence, equal to fifteen dollars forty four Cents and five mills, on demand with Interest till paid. Yet the said Mathew tho' often requested hath never yet paid the same but neglects it to the damage of the said James Fifty dollars ——

The plaintiff by Joshua Cushman Gent. his Attorney appears and the Defendant thrice times publicly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said James do recover against the said Mathew the Sum of fifteen dollars and fifty seven Cents and Costs of Suit taxed at $5. 89 and thereof &c.

Exon issued Nov. 20. 1797 —

Vining vs Packard Nov. 131. 1797.

George Vining of Plainfield in the County of Hampshire Yeoman Pltff. vs. Noah Packard of sd Plainfield Yeoman, Defend. in a plea of the case for that where the said Noah at Plainfield aforesaid on the twenty ninth day of October in the Year of our Lord one thousand seven hundred and ninety five, by his promissory Note in writing of that date by him subscribed then and there for Value received promised the said George to pay him or order the Sum of Twelve pounds (equal to forty dollars) in two Years from the date with Interest till paid, which time of payment is now past — Yet the said Noah altho often requested hath never paid the same but neglects it — To the damage of the said George twenty Dollars ——

The plaintiff by Joshua Cushman Gent. his Attorney appears and the Defendant altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said George recover of the said Noah the Sum of forty four dollars and ninety Cents damages and Costs of Suit taxed at $7-7 and thereof &c. — after which the said Noah by Samuel Hinckley Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next & recognizes with sureties for his prosecuting the same appeal with effect.

Hand vs Wheelock & al. Adm.rs Nov. 133. 1797.

Samuel Hand of Canaan in the County of Columbia and State of New York Esquire Plaintiff — vs. Ralph Wheelock and Miriam Dwyer Widow both of Partridgefield in the County of Berkshire, Administrators of all and singular the Goods and Chattells, rights and Credits of the estate whereof Joseph Dwyer lately of said Partridgefield Gentleman deceased was possessed of his life time — Defendants — in a plea of trespass on the case, for that the said Joseph in his Life time to wit on the ninth day of July in the Year of our Lord one thousand seven hundred and ninety four at New Canaan to wit in Northampton aforesaid by his Note of that date for Value received promised the said Samuel to pay him the Sum of Ten pounds five shillings and eight pence current money of the said state of New York, equal to twenty five dollars and seventy one Cents of our current money and account on demand with the lawful Interest mening the Interest of seven per Cent of the state of New York — Yet the said Joseph the often requested in his life time never paid the said Sum of money or any part thereof and the sd Adm.rs the often requested have never paid said sum of money or any part of it but they and each of them hitherto have and still do neglect to pay sd Note to the Damage of the said Samuel Hand fifty dollars — —

The plaintiff by Joshua Cushman Gent. his Attorney appears and the Defts altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Samuel recover of the said Ralph and Miriam the sum of thirty one dollars Seventy Cents damages and Costs of Suit taxed at $8-71 and thereof &c.

Exon issued Nov. 22d 1797.

Blanchard
vs
Spalding
Nov. 134. 1797.

Whereas Isaac Blanchard of Pittsfield in the County of Berkshire Yeoman, by the consideration of our Justices of our Court of Common pleas holden at Northampton in and for our said County of Hampshire on the Monday next preceding the third tuesday of May last past, recovered Judgment against Benjamin Lathrop of Worthington in the County of Hampshire aforesaid Gentleman for the Sum of twelve dollars and twenty three cents damages and fourteen dollars and five cents for his Costs and charges by him about his Suit in that behalf laid out and expended, as by the record thereof in our said Court remaining, it manifest and appears, which said Judgment still remains in full force neither satisfied, varied or discharged and the said Isaac afterwards sued out his Writ of Execution on the Judgment aforesaid in form as by Law is described - which Execution Thomas Field who then was and ever since hath been and still is a deputy Sheriff under the Sheriff of our said County returned and indorsed thereon on the second day of September last past, when the same was returnable into the same Court, - that he had made diligent search and could find no money goods chattells or Lands of the said Benjamin within his precinct and therefore returned the writ in no part satisfied. And the said Isaac in fact says that the said Benjamin did from the time of issuing said Writ untill the holding of the Court of Common pleas on the monday next preceding the first tuesday of September past at Northampton aforesaid within and for the said County, into which Court the said Writ was returnable, absented, avoided, and absent himself and could not be found within the said County - and the said Isaac further alledges and declares that Asa Spaulding of Worthington aforesaid Gentleman, at said Worthington on the thirteenth day of December last on the service of the original Writ on which the said Judgment was rendered by his Bond, by him well executed, under his hand and Seal the date whereof was on the same day and year last aforesaid, became the bail of the said Benjamin in form as by law is required. We Command you therefore to make known to the said Asa that he be before our Justices of our Court of Common pleas to be holden at Northampton within and for our said County of Hampshire on the Monday next preceding the second tuesday of November next to shew cause if any he has wherefore the said Isaac ought not to have the Execution against him the said Asa for the damages and Costs aforesaid and further to do and receive that which our said Court shall then and there consider in the premises —

The plaintiff by Thomas Gould Gent. his Attorney appears, and the Def.t at the three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Isaac recover against the said Asa the Sum of twenty six dollars damages & Costs of Suit taxed at $ 8 26 and thereof &c —

After which the said Asa by Jonathan Woodbridge Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. — — —

Hollister
vs
Spaulding
Nov. 135. 1797

Whereas William Hollister of Pittsfield in the County of Berkshire Yeoman by the consideration of our Justices of our Court of Common pleas holden at Northampton, within and for our said County of Hampshire aforesaid on the monday next preceding the third tuesday of May last past he recovered Judgment against Benjamin Lathrop of Worthington in said County Gent.

in the Sum of forty three Dollars fifteen Cents, damages, and fifteen dollars and two Cents for his Costs and charges about his suit in that behalf laid out and expended, whereof the said Benjamin is convict as to us appears of record, whereof the said Benjamin is convict as to us appears of record, a copy whereof we now have shewn to the said Court - and since the rendering of the said Judgment the said William sued out his Writ of Execution, in due form, on the said Judgment returnable to the said Court which was holden at said Northampton on the monday next preceding the first tuesday of September last and delivered the same Execution to one Thomas Kidd then and ever since a deputy Sheriff under the Sheriff of the same County to serve and return his doings thereon & afterwards to wit on the second day of September last past at said Northampton the s.d Thomas the d.d did make return of his doings thereon, to wit, that he had made diligent search, but could not find any money, goods Chattells or lands of the said Benjamin nor his body within his precinct and therefore returned the said execution in no part satisfied - and the said William avers that the ~~said~~ aforesaid Judgment remains in full force, wholly unsatisfied and that the s.d Benjamin hath not abided the said final Judgment but absented - Wherefore the said William hath supplicated us to provide him a remedy in that behalf - Now to the end that Justice may be done We command you that you make known to Asa Spaulding of Worthington aforesaid Gentleman, who by his bond duly executed on the thirteenth day of December last past became the bail of the said Benjamin upon the original Writ, whereupon the s.d Judgment was rendered not only for the appearance of the said Benjamin to answer to the said Suit but for the abiding the final judgment thereon - that he be before our Justices of our Court of Common pleas next to be holden at Northampton within and for our said County of Hampshire on the Monday next preceding the second tuesday of November next, to shew cause, if any he has - Wherefore the said William, ought not to have his Execution against him the said Asa for the damages and Costs aforesaid and further to do & receive that which our said Court shall further consider in the premises. The plaintiff by Thomas Gould Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said William recover against the said Asa the sum of fifty eight dollars forty two Cents damages and Costs of Suit taxed at eight dollars sixty eight Cents and three Mills. — — — — — — — After which the said Asa by Jonathan Wood bridge Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect.

William Ashley of Hudson in the County of Columbia and State of New York Merchant plaintiff v. Joseph Pettis and Solomon Bottwood both of Amherst in the County of Hampshire Gentlemen defendents, in a plea of trespass on the case for that the said Joseph and Solomon on the twenty seventh day of October last past at Northampton aforesaid by their Note of that date for Value received jointly and severally promised the s.d William to pay him Seventy Seven Dollars and thirty one Cents on or before the first day of October succeeding the date of said Note with Interest till paid - Also for that the said Joseph and Solomon on the thirteenth

Ashley vs Pettis & al. Nov. 136. 1797.

day of October current at Northampton aforesaid was justly indebted to the said William in the sum of ninety dollars for money that time by the said Joseph and Solomon had and received to and for the use of the said William then and there in consideration thereof the said Joseph & Solomon undertook and faithfully promised the said William to pay him the same sum of money on demand. Yet the said Joseph and Solomon altho often requested and altho the time of payment is elapsed the said sum of money or either of them or any part thereof have not paid but they do it neglect to the damage of the said William One hundred and fifty dollars — The plaintiff by Solomon Gould Esq. his Attorney appears and the Defts altho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said William recover of the said Joseph and Solomon the sum of one hundred and sixty nine dollars & eighty one Cents damages & Costs of Suit taxed at eight dollars seventeen Cents and thereof &c — After which the said Joseph and Solomon by Wright Strong Esq. their Attorney come into Court and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Porter & al Exr. vs Bartlet Nov. 137. 1797

Susanna Porter Gentlewoman, Jonathan Edwards Porter Esquire and Moses Porter Yeoman all of Hadley in the County of Hampshire Executors of the last Will and testament of Eleazer Porter Esquire late of Hadley deceased. Plaintiffs vs Nicholas Bartlet of Dalton in the County of Berkshire Yeoman Deft. in a plea of the case for that the said Nicholas at Hadley aforesaid on the seventeenth day of April in the year of our Lord seventeen hundred and ninety three by his Note under his hand of that date for Value received promised the said Eleazer (then alive) to pay him or his order thirteen pounds seven shillings and four pence (equal to forty four dollars and fifty seven Cents) on demand with lawful Interest for the same untill paid. Yet said Nicholas the often thereto requested hath never paid the same to the said Eleazer in his life time or since his decease to said Susanna, Jonathan Edwards and Moses Executors but neglects it to the damage of the said Susanna Jonathan Edwards and Moses in their said capacity sixty dollars. — — — —
The plaintiffs appear — and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Susanna Jonathan Edwards and Moses in their said capacity recover against the said Nicholas the sum of thirty three dollars and forty two Cents damages & Costs of Suit taxed at $ 6 cts 67. and thereof &c.

Exr. issued Nov. 27. 1797.

Dixol vs Smith Nov. 138. 1797

Josiah Dixol of Ashfield in the County of Hampshire plff. vs Reuben Smith of Charlemont in the County Yeoman in a plea of the case for that the said Reuben at said Charlemont on the fourteenth day of September in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value Recd promised said Josiah to pay him thirty nine dollars & seventy

five Cents on demand with lawful Interest – Yet said Reuben altho often requested hath never paid said Sum but neglects it to the damage of the said Josiah Forty dollars. —
The plaintiff by Jonathan E. Porter Esq. his attorney appears and the Defendt. altho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the Pltff. Josiah recover of the said Reuben the sum of twenty seven dollars and thirty seven Cents damages and Costs of Suit taxed at eight dollars & therefore —

Judgment Nov. 27. 1797.

Montague vs Smith Nov. 13 g. 1797

Ebenezer Montague of Charlemont in the County of Hampshire Yeoman plff. vs Reuben Smith of s. Charlemont Yeoman Defendant in a plea of the case for that the said Reuben Smith by the Name of Reuben Smith Junr. at said Charlemont on the first day of October in the Year of our Lord seventeen hundred and ninety four by his Note under his hand of that date for Value received promised one Josiah Diver to pay him or order fifty pounds (equal to one hundred sixty six dollars thirty three Cents) by the first day of October in the Year of our Lord one thousand seven hundred and ninety seven with lawful interest for the same from the first day of October then next ensuing till paid and afterwards to wit at said Charlemont on the same day and Year the said Josiah by his indorsement on said Note with his own proper hand subscribed assigned the same to the said Ebenezer the Contents being then wholly due for Value recd. and thereby directed the same Contents to be paid to said Ebenezer according to the tenor of said Note, of all which the said Reuben had instant Notice & so became liable to pay the same to the said Ebenezer according to the tenor of said Note and indorsement, and being so liable then and in consideration thereof promised said Ebenezer to pay him the same accordingly – Yet the said Reuben altho often requested hath never paid the same but neglects it to the damage of the said Ebenezer the Sum of two hundred and forty dollars –
The plaintiff by Jonathan E. Porter Gent. his attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court that the said Ebenezer recover of the said Reuben the sum of one hundred ninety two dollars ninety two Cents damages and eight dollars and sixty six Cents Costs of Suit – and therefore – — — — —
After which the said Reuben by Samuel Hinckley Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect –

Diver vs Phelps & al. Nov. 14 0. 1797

Daniel Diver of Blanford in the County of Hampshire Yeoman plaintiff vs John Phelps Gent. and Eleazer Slocum Yeoman both of Granville in said County Defts. in a plea of the case for that the s. John and Eleazer at said Granville on the nineteenth day of December in the year of our Lord seventeen hundred and ninety three – by their Note under their hand of that date for Value recd. promised said Daniel to pay him two hundred dollars within two Years,

from the date of said Note with lawful Interest for the same till paid
Yet said John and Eleazer altho often requested have never either of
them paid the same but neglect to do it, to the damage of the said
Daniel two hundred and Sixty dollars. — — — — — — —
The plaintiff by Jonathan E. Porter Gent. his attorney appears and the
Defts altho ~~after thrice~~ three times publickly called to come into Court
make default of their appearance here — Wherefore it is considered by the
Court that the said Daniel recover of the said John and Eleazer the sum
of two hundred and forty seven dollars damages and Costs of Suit
taxed at eight dollars thirty five Cents and three mills &c. —
After which the said John and Eleazer come here into Court and appeal
from the Judgment of this Court to the Supreme Judicial Court to be
holden at Northampton within and for the County of Hampshire on
the last tuesday of April next and recognizes with sureties for their
prosecuting the same appeal with effect. — — —

Chapin
vs
Prentice
Nov. 14. 1797

Frederick Chapin of Hatfield in the County of Hampshire Sadler
plaintiff vs. John Prentice of Wendell in said County Gent. Defendt
in a plea of the case for that said John at said Hatfield on the
fifth day of April last past by his Note under his hand of that date
for Value received promised the said Frederick to pay him or
his order Thirty dollars on demand with the lawful Interest for
the same untill paid — Yet said John altho often requested hath
never paid the same but neglects it to the damage of the said
Frederick Fifty dollars. —
The plaintiff by Jonathan E. Porter Esq. his Attorney appears &
the defendant altho three times publickly called to come into Court makes
default of his appearance — Wherefore it is considered by the Court
that the said Frederick recover of the said John the Sum of thirty one
dollars and twelve Cents damages and Costs of Suit taxed at Six
dollars and eight Cents and three mills. —
After which the said John by Edward Upham Gent. his Atty comes into
and appeals from the Judgment of this Court to the Supreme Judicial
Court to be holden at Northampton within and for the County of Hamp-
shire on the last tuesday of April next and recognizes with Sureties for
his prosecuting the same appeal with effect. — — —

Chapman &c
vs
Bissell
Nov. 14. 2. 1797

Sylvester Chapman and Daniel Chapman both of East Haddam
in the County of Middlesex and State of Connecticut Yeomen Plffs
vs Jonathan Marsh Bissell of Montague in the County of Hampshire
Yeoman Deft. in a plea of the Case for that the said Jonathan Marsh at
said Montague on the thirtieth day of May last past, by his Note under
his hand of that date for Value received promised said Sylvester and Daniel to
pay them twelve pounds five shillings and eleven pence / equal to forty
dollars and ninety nine Cents / within three months from the date of sd Note
with lawful Interest for the same till paid Yet said Jonathan Marsh Bi
often requested hath never paid the same but neglects it — To the damage of
the said Sylvester and Daniel Sixty dollars.
The plaintiffs by Jonathan E. Porter Esq. their Attorney appear and the Deft
altho three times publickly called to come into Court makes default of his
appearance here — Wherefore it is considered by the Court that the said
Sylvester and Daniel recover of the said Jonathan Marsh the Sum of

forty two dollars ten cents damages and costs of suit taxed at eight dollars and forty five cents and thereof &c — after which the said Jonathan Marsh by Richard E Newcomb Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. —

Holt
vs
Cook & Loch
Nov (143) 1797

Moses Pike Holt of Hadley in the County of Hampshire Bootmaker Pltff — vs Samuel Cooke of Hadley Worthington and Joseph Loche of Hadley both in the County of Hampshire Gentlemen Defendts in a plea of the case for that the ds Samuel and Joseph at said Hadley on the twenty ninth day of December in the year of our Lord Seventeen hundred and ninety sixth was justly indebted to the said Moses Pike in the Sum of two hundred dollars for Labour and Service done and performed, Money paid out and expended for them the said Samuel and Joseph by him the said Moses Pike at the request of the ds Samuel and Joseph, and being so indebted said Samuel and Joseph then and there in consideration thereof promised said Moses Pike to pay him the same sum on demand — Also for that the said Samuel and Joseph afterwards, to wit, on the seventh day of October instant at said Hadley was justly indebted to the said Moses Pike in the sum of two hundred dollars for so much money before that time had and rec'd by said Samuel and Joseph to the use of him the said Moses Pike, and being so indebted said Samuel and Joseph then & there in Consideration thereof promised said Moses Pike to pay him the same sum on demand Yet the said Samuel and Joseph altho often thereto requested have never paid the same but neglect and refuse so to do — to the damage of the said Moses Pike two hundred and eighty dollars — The plaintiff by Sam. E Porter Esq his Attorney appears and the Defts altho three times publickly called to come into Court make default of their appearance here — Wherefore it is considered by the Court that the said Moses Pike recover against the said Samuel and Joseph the Sum of two hundred and one dollars damages and costs of suit taxed at six dollars thirty three cents and thereof &c —

Exn issued Nov. 27. 1797. —

Williams
vs
Needham
Nov. 144. 1797.

David Williams of Monson in the County of Hampshire Husbandman plaintiff vs Jonathan Needham of South Brimfield in ds County Gent Deft. in a plea of the case for that the said Jonathan at said Monson on the tenth day of September in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the said David twenty dollars in money by (meaning on or before) the first day of June then next with Interest (meaning till paid) Yet said Jonathan altho often requested hath never paid the same but refuse it, to the damage of the said David forty dollars The plaintiff by Dwight Foster Esq. his Attorney appears and the Defendant altho ~~often~~ three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said David recover of the said Jonathan the Sum of twenty one dollars forty cents damages and costs of suit taxed at $8. 20 & thereof &c —

Exn issued Nov. 25. 1797. —

Upham & al. vs Cutting Nov. 25. 1797.

Phinehas Upham Gent. and Oliver Crosby Gent. both of Brookfield in the County of Worcester copartners in trade under the firm and by the Name of Upham and Crosby Pltffs. vs. Cyprian Cutting of New Salem in the County of Hampshire Labourer Defendt. in a plea of the Case for that whereas the said Cutting at said New Salem on the twenty first day of December in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note of that date by him subscribed for Value recd. promised the pltffs by the name of Upham and Crosby to pay them or order (meaning or their order) the sum of five pounds seventeen shillings and two pence Lgl. — (meaning their lawful money) which the plaintiffs say is equal nineteen dollars and fifty two Cents on demand with Interest — Yet the said Cutting altho' often thereto requested hath never paid the same but neglects it to the damage of the said Upham and Crosby the sum of forty dollars. The plaintiffs by Jacob Upham Gent. their Atty. appear and the Deft. altho' three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Upham and Crosby do recover against the said Cutting the sum of twenty dollars sixty two Cents damages and Costs of Suit taxed at eight dollars and thirty Cents and thereof &c

Execution issued Nov. 25th 1797.

Davis & al. vs Washburne & al. Nov. 26. 1797.

Aaron Davis and Charles Davis both of Roxbury in the County of Norfolk Copartners in trade under the firm and by the Name of Aaron and Charles Davis — plaintiffs vs. Azel Washburn and Nathan Ruggles both of Ware in the County of Hampshire copartners in trade otherwise called Azel Washburn and Nathan Ruggles both of Ware in the County of Hampshire Co. copartners in trade — defendants. in a plea of the case for that the said Washburne and Ruggles at said Ware on the thirteenth day of July in the Year of our Lord seventeen hundred and ninety seven by their promissory Note of that date by them subscribed for Value received promised the plaintiffs by the Names of Aaron and Charles Davis to pay them or order (meaning their order) the sum of Nine hundred and Sixty dollars on demand with Interest till paid — Yet the said Washburne and Ruggles have never paid the same nor hath either of them but neglect it. — Also for that the said Washburn & Ruggles at said Ware on the seventeenth day of July last past in consideration that the said Aaron and Charles Davis at the special instance and request of the said Washburne and Ruggles had before that time sold and delivered to the said Washburn and Ruggles divers goods Wares and Merchandizes assumed on themselves and then and there undertook faithfully promised the plaintiffs to pay them therefor so much money as the same goods Wares and Merchandizes, at the time of the sale and delivery thereof were reasonably worth Now the plaintiffs aver that the said Goods Wares & Merchandizes were at the time of the sale and delivery thereof reasonably worth the sum of seven pounds sixteen shillings and five pence, being an equivalent to twenty six dollars and seven Cents. of all which the said Washburne & Ruggles there afterwards on the same day had due Notice Yet the said Washburne & Ruggles the often thereto requested have not nor hath either of them paid the same only in part but neglect it to the damage of the said Aaron & Charles Davis Nine hundred and Ninety Dollars.

The Pltffs by J. Upham Gent. their Atty. appear & the Defts. altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Aaron & Charles do recover of the Washburne and Ruggles the sum of $996 & 2 Costs of Suit taxed at $ [illegible] and thereof &c

Execution issued Nov. 25. 1797 —

Henry Dwight of Belchertown in the County of Hampshire Esquire Pltff v. Noah Thompson and Rufus Thompson both of Palmer in the County of Hampshire Yeomen alias Husbandmen Defts in a plea of the Case for that the said Noah and Rufus at said Palmer on the sixth day of January last past by their promissory Note of that date by them subscribed for Value received promised one Elijah with (by the name of Elijah) to pay him or order the Sum of thirteen dollars to be paid the first day of October then next with Interest till paid — and said Elijah there afterwards on the same day, for Value received by indorsement on the same Note appointed the Contents of said Note to be unpaid to be paid to the plaintiff or his order — of all which the said Noah Rufus then and there had due Notice and by reason of the premises being liable did then and there in consideration thereof promise the plaintiff to pay him the Contents of said Note according to the tenor and effect thereof — Now the Pltff avers that said first day of October has passed, nevertheless the said Noah and Rufus have not nor has either of them altho often thereto requested paid the Plaintiff the Contents of said Note but neglects it — to the damage of the said Dwight forty dollars.

Dwight vs Thompson & al. Nov. 147. 1797.

The Pltff by L. Upham Gent his Attorney appears and the Defts altho three times publickly called to come into Court make default of his appearance here Wherefore it is considered by the Court that the said Dwight recover of the said Noah and Rufus the Sum of thirteen dollars sixty seven Cents damages and Costs of Suit taxed at $ 9 7 4 and thereof &c. — —

Exn issued Nov. 25. 1797.

Jonathan Judd Gent. of Southampton in the County of Hampshire Esq. Pltff v. David Higby the second of Montgomery in said County Yeoman Defendt. in a Plea of the Case for that the said David at said Southampton on the twenty fourth day of August last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order forty eight dollars and ten Cents on demand with Interest Yet the said David altho often requested hath never paid the Contents of said Note but unjustly neglects it — to the damage of the said Jonathan Twenty dollars —

Judd vs Higby Nov. 152. 1797.

The Pltff by John Ingersoll Gent. his Attorney appears and the Defendt altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jonathan recover of the said David the Sum of forty eight dollars twenty six Cents damages and Costs of Suit taxed at $ 6 n 25 and thereof &c —

Exn issued Nov. 22. 1797.

John Cheneward of Hartford in the County of Hartford and State of Connecticut Gent. Pltff. v. Ezra Clapp of Westfield in the County of Hampshire Gentleman Defendt. in a plea of trespass on the Case for that the said Ezra at Hartford to wit at Northampton aforesaid on the third day of November in the Year of our Lord one thousand seven hundred and ninety five by his Note in writing under his hand of that date for Value received promised the Pltff. to pay him or order Five pounds Seven shillings and four pence lawful money equal in Value to Seventeen dollars and eighty nine Cents on demand with Interest — Yet the said Ezra altho thereto often requested hath never paid the Contents of said Note but unjustly neglects it — to the damage of the said John the Sum of Forty Dolls

Cheneward vs Clapp Nov. 153. 1797.

The Pltff by John Ingersoll Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance — — — — — —

Wherefore it is considered by the Court that the said John recover of the said Ezra the sum of twenty dollars and seven cents damages & Costs of Suit taxed at $ 8. 27. and thereof &c.

Execution Issued Nov. 22d 1797.

Wetmore vs Tillotson Nov. 15th 1797

William Wetmore of Hartford in the County of Hartford and State of Connecticut Merchant Plaintiff vs. Abel Tillotson of Granville in the County of Hampshire Yeoman defendant in a plea of trespass on the case for that the said Abel at Granville aforesaid on the twenty fifth day of October current by his Note in writing under his hand of that date for value received promised one William Cooley Junr. to pay him or his order forty seven dollars and seven cents current money on demand with Interest and afterwards to wit on the same twenty fifth day of October the said William Cooley Junr. then and there by his endorsement on the same Note with his proper hand thereto subscribed ordered the Contents of the same Note then wholly due and unpaid for value rec.d to be paid to the plaintiff. of which the said Abel there afterwards the same day had Notice and thereby became chargeable to pay the Contents of said Note to the Pltff according to the tenor of the same Note and the endorsement aforesaid and being so chargeable the said Abel then and there undertook and to the plaintiff then and there faithfully promised to pay the Contents of the same Note to the plaintiff according to the tenor thereof and the said endorsement — Yet the said Abel altho often requested hath not paid the Contents of the same Note to the pltff or any part thereof but unjustly neglects it to the damage of the said John Seventy dollars — The plaintiff by John Ingersoll Gent. his Attorney appears and the Deft altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover of the said Abel the sum of forty seven dollars twenty nine cents damages and Costs of Suit taxed at nine dollars twenty nine cents and thereof &c —

After which the said Abel by John Phelps Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Root vs Mixer Nov. 15th 1797

Gad Root of Westfield in the County of Hampshire Gentleman Plaintiff vs Phineas Mixer of Norwich in said County Yeoman Deft in a plea of the Case for that the said Phineas at said Norwich on the twenty third day of February last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or his order Five pounds eleven shillings and three pence equal in Value to Eighteen dollars & fifty four cents on demand with Interest — Yet the said Phineas altho often thereto requested hath not paid the Contents of said Note but unjustly neglects it to the damage of the said Gad Thirty Dollars — The Pltff by John Ingersoll Gent. his Attorney appears and the Defend.t altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Gad recover of the said Phineas the sum of $ 18 67/8 damages & Costs of Suit taxed at $ 6 79 and thereof &c.

Execution Issued Nov. 22d 1797.

Loomis vs Herrick Nov. 156. 1797.

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman plaintiff v. Barnabas Herrick of Worthington in the County of Hampshire Yeoman or Gentleman Defendt. in a plea of the law for that the said Barnabas at Suffield to wit at Northampton aforesaid on the thirty first day of January last past by his Note of that date for Value rec.d promised the plaintiff to pay him three hundred and ten dollars thirty four Cents current money of the United States on the first day of October next (meaning next following the date of said Note) with the lawful Interest untill paid — and also for that the said Barnabas at said Suffield to wit at Northampton aforesaid on the thirty first day of January last past by his other Note of that date for Value received promised the pltff to pay him one other Sum of twelve dollars and eighty nine Cents within two months from the date with Interest — Yet tho' often requested and the time of payment hath elapsed the s.d Barnabas hath not performed his said promises or any part or parcel thereof but neglects to do it to the damage of the said Luther the sum of four hundred Dollars —

The pltff by John Ingersoll Gent. his Attorney appears and the Defend.t altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Luther recover of the said Barnabas the Sum of three hundred and thirty eight dollars and sixty six Cents — damages and Costs of Suit taxed at Seven dollars and eighty five Cents and thereof &c —

After which the said Barnabas by Jonathan Woodbridge Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Same vs Seard Nov. 157. 1797.

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman plaintiff v. Job Seard of Southampton in the County of Hampshire Yeoman alias Gentleman Defend.t in a plea of the case for that the said Job at Suffield to wit at Southampton aforesaid on the twenty fifth day of January seventeen hundred and ninety seven by his Note of that date for Value received promised the pltff to pay him or his order One hundred and twenty four dollars current money within six months from the date with Interest untill paid — Yet tho' often requested the said Job hath not performed his said promise but neglects it to the damage of the said Job the Sum of two hundred dollars. —

The plaintiff by Wm. Gay Gent. his Attorney appears and the Deft. altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the s.d Luther recover of the said Job the Sum of $190.93 damages & Costs of Suit taxed at $7.45 and thereof &c. After which the said Job by Jos. Lyman Esq. his Att.y comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Same
vs
Purchase
Nov. 159. 1797

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman plaintiff vs. Charles Purchase of West Springfield in the County of Hampshire Yeoman or Gentleman Defendant in a plea of the case for that the said Charles at Suffield to wit at West Springfield aforesaid on the twenty third day of February aforesaid last past by his Note of that date for Value received promised the Pltff to pay him Sixty two dollars on demand with Interest until paid yet tho' often requested the said Charles has never performed his said Promise but neglects it to the damage of the said Luther One hundred Dollars.

The plaintiff by Wm Gay Gent. his Attorney appears and the Deft although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Luther recover against the said Charles the Sum of sixty four dollars and sixty seven Cents damages and Costs of Suit taxed at $ Dot — and thereof &c.

Execution issued Nov. 20. 1797.

Same
vs
Purchase & al.
Nov. 160. 1797

Luther Loomis of Suffield in the County of Hartford and State of Connecticut Gentleman, plaintiff vs. Jonathan Purchase & Jared Fairman both of West Springfield in the County aforesd Yeomen or Gentlemen — Defend.ts in a plea of the case for that the said Jonathan and Jared at Suffield to wit at West Springfield aforesaid on the twenty fourth day of January last past by his Note of that date for Value received promised the Pltff to pay him One hundred and fifty dollars within four months from the date with the lawful Interest for the same untill paid — Yet tho often thereto requested and the time of payment has elapsed the said Jonathan and Jared have not performed their said promise nor has either of them but neglect to do it to the damage of the said Luther two hundred Dollars —

The plaintiff by William Gay Gent. his Attorney appears and the Defendants altho three times publickly called to come into Court makes default of their appearance here Wherefore it is considered by the Court that the Luther recover of the said Jonathan and Jared the Sum of One hundred and thirty four dollars and seven Cents damages & Costs of Suit taxed at eight dollars thirty one Cents and thereof &c — After which the said Jonathan and Jared by Samuel Lathrop his Attorney come here into Court and enter their appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for their prosecuting the same appeal with effect. — —

Same & al.
vs
Smith & al.
Nov. 161. 1797.

Luther Loomis and Apollos Ring both of Suffield in the County of Hartford and State of Connecticut Gentlemen Plaintiffs vs. Benjamin Smith and Erastus Smith both of Hadley in the County of Hampshire Yeomen or Gentlemen Defendants in a plea of the case for that the said Benjamin and Erastus at Hadley aforesaid on the thirty first day of July last past by their Note of that date for Value received promised the plaintiffs to pay them or their order one hundred and forty dollars & ninety nine Cents on demand with Interest — Yet tho often requested the said Benjamin and Erastus have not performed their said promise

nor hath either of them but neglect so to do - to the damage of the s^d Luther and Apollos two hundred Dollars.
The plaintiffs by William Gay Gent^n their Attorney appear and the Deft^s altho three times publickly called to come into Court make default of their appearance Wherefore it is considered by the Court that the said Luther and Apollos recover of the said Benjamin and Erastus the Sum of One hundred and forty three Dollars and forty six Cents damages and Costs of Suit taxed at seven dollars forty three Cents & three fo — After which the said Benjamin and Erastus by Jonathan E. Porter Esq. their Attorney come into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April and and recognizes with sureties for their prosecuting the same appeal with effect. —

Luther Loomis Gentleman and Thomas Archer Yeoman both of Suffield in the County of Hartford and State of Connecticut Plaintiffs v. Jared Fairman and Jonathan Purchase both of West Springfield in the County of Hampshire Yeomen or Gentlemen defendants - in a plea of the case for that the said Jared and Jonathan at West Springfield aforesaid on the sixth day of March in the Year of our Lord seventeen hundred and ninety five by their Note of that date for Value received promised the plff^s by the Name of Luther Loomis and Thomas Archer Junr to pay them six pounds Lawful Money, equal to twenty dollars within six months from the date with the lawful Interest untill paid. Yet altho often requested and the time of payment hath elapsed the said Jared and Jonathan have not performed their said Promise nor have either of them but neglect so to do to the damage of the said Loomis and Archer the Sum of Forty Dollars. — — —

Same vs Fairman & al. Nov. 162. 1797

The plaintiffs by William Gay, Gentleman their Attorney appear, and the Defendants altho three times publickly called to come into Court make default of their appearance here, Wherefore it is considered by the Court that the said Loomis and Archer recover against the s^d Fairman and Purchase the Sum of fourteen dollars and eleven Cents damages and Costs of Suit taxed at eight dollars and thirty one Cents & three fo — After which the said Fairman and Purchase by Samuel Lathrop Gent^n his Attorney come into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last tuesday of April next & recognizes with sureties for his ~~appearance~~ prosecuting the same appeal with Effect. —

Dyer Woodworth of Suffield in the County of Hartford and State of Connecticut Yeoman Pltff v. Jephthah Bart of Monson in the County of Hampshire Yeomen or Gentleman Deft. in a plea of the case for the s^d Jephthah at said Monson on the tenth day of January last past by his Note of that date for Value received, promised the Pltff to pay him forty five dollars in six months from the date with Interest - And also further s^d Jephthah at said Monson on the day last aforesaid by his other Note of that date for Value received promised the said Dyer to pay him other seventy four dollars and sixty five Cents by the fifteenth day of March then next with Interest and if said Note is paid when not is to be received sixteen shillings or two Dollars and sixty six Cents & two thirds Cent - Yet the often requested

Woodworth vs Bart Nov. 163. 1797.

and the time of payment has elapsed the said Jephthah hath not performd his said promises or either of them but neglect so to do - to the damage of the said Dyer One hundred and eighty Dollars. - - - - - - - - - -
The plaintiff by William Gay Gent. his Attorney appears and the Defd. altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Dyer recover of the Jephthah the sum of One hundred and twenty five dollars and Sixty two Cents damages and Costs of Suit taxd at eight dollars forty nine Cents and thereof &c.
after which the said Jephthah by Oliver Morgan Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tues day of April next and ~~therefor~~ recognizes with Sureties for his prosecuting the same appeal with effect —

Durham vs Porter Nov. 164. 1797.

Warner Durham of Berlin in the County of Hartford and State of Connecticut Yeoman or Gentleman plaintiff vs John Porter of West Springfield in the County of Hampshire Gentleman Defendt in a plea of the Case for that the said John at Middletown to wit at West Springfield aforesaid on the twenty ninth day of October in the Year of our Lord seventeen hundred and Ninety six by his Note of that date for Value received promised the plaintiff to pay him the sum of Sixty dollars by the first day of April then next with Interest till paid - Yet tho often requested the said John hath not performed his said promise but neglects so to do to the damage of the said Warner One hundred Dollars. — The plaintiff by William Gay Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Warner recover of the said John the Sum of Sixty three dollars and seventy four Cents damages and Cost of Suit taxd at eight dollars forty seven Cents and thereof &c —

Execution issued Nov. 20. 1797. —

Lester Val. vs Wilcox Nov. 165. 1797.

Ebenezer Lester of Hillingsworth in the County of Middlesex and State of Connecticut and Daniel Lester of Suffield in the County of Hartford and State aforesaid Traders in Company - plaintiffs vs Giles Wilcox of Westfield in the County of Hampshire Clothier, defendt in a plea of the case for that the said Giles at Suffield to wit at Westfield aforesaid on the fourteenth day of July last past by his Note of that date for Value received promised the Pltffs to pay them twenty five dollars by the tenth day of September then next with Interest till paid - Yet tho often requested the said Giles hath not performed his said promise but neglects so to do to the damage of the said Ebenezer and Daniel the Sum of fifty dollars.
The plaintiffs by William Gay Gent. their Attorney appear and the Defd altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Ebenezer and Daniel recover of the said Daniel the sum of twenty five dollars and fifty Cents damages and Costs of Suit taxd at £ 8. 23 and thereof &c —

Execution issued Nov. 20. 1797.

James Converse of Partridgefield in the County of Berkshire Gentleman Pltff. v. Francis Harwood of Whately in the County of Hampshire Physician Defendant. in a plea of the case for this that whereas said Francis at Northampton aforesaid on the fourteenth day of November in the year of our Lord one thousand seven hundred and ninety five by his promissory Note of hand of that date for Value received promised the plaintiff to pay him the sum of eight pounds thirteen shillings and ten pence (equal to twenty eight dollars and ninety seven Cents on demand) on demand with Interest — Yet the said Francis altho often requested has never performed his said promise but neglects to do it to the damage of the said James Sixty dollars. —

Converse vs Harwood Nov. 16th. 1797.

The plaintiff by Jon. Wood bridge Gent. his Attorney appears and the defend.t altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said James recover against the said Francis the sum of thirty two dollars forty Cents damages and Costs of Suit taxed at six dollars ninety six Cents and thereof &c —

After which the said Francis by John Taylor Gent. his Attorney appears and ~~the defendant altho three times publickly called to~~ appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. — —

Adrian Fitch of Worthington in the County of Hampshire Yeoman plaintiff v. Ephraim Wheeler of Partridgefield in the County of Berkshire Cordwainer Def.t in a plea of the case for this that whereas the said Ephraim at Worthington aforesaid on the fifteenth day of May last past was justly indebted to the Pltff in the sum of fifteen dollars for one Cab there before that time by the Pltff to the said Ephraim and at his request sold and delivered, and being so indebted the said Ephraim then and there in consideration thereof, assumed on himself and promised the plaintiff to cut down and cut up fit for logging the timber on three Acres of Land for the said Adrian in the month of June then next after making s.d promise and the plaintiff avers he has always been ready to have his timber cut as aforesaid — Yet the said Ephraim altho often thereto requested hath never performed his promise aforesaid but neglects it — To the damage of the said Adrian Sixty dollars. —

Fitch vs Wheeler Nov. 17th. 1797.

The plaintiff by Jon. Wood bridge Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Adrian recover of the said Ephraim the sum of fifteen dollars damages and Costs of Suit taxed $7.55 and thereof &c

Execution issued Nov. 23. 1797

John Newton of Middlefield in the County of Hampshire Gent. plaintiff v. Peter Bowen of Partridgefield in the County of Berkshire Yeoman Def.t in a plea of the case for this that whereas the said Peter at Northampton aforesaid on the first day of April in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand for Value received promised the

Newton vs Bowen Nov. 17th. 1797.

plaintiff to pay him the sum of Eighty three dollars and thirty three Cents by the first day of April in the Year of our Lord seventeen hundred and seven with Interest from the date of said Note till paid - Yet the said Peter altho often requested and the time of payment has long since elapsed has never performed his said promise but neglects to do it to the damage of the said John Sixty Dollars.
The plaintiff by his Attorney appears and the defendant altho three times publicly called to come into Court makes default of his appearance here wherefore it is considered by the Court that the said John do recover of the said Peter the sum of forty five dollars and Eighty nine Cents damages and Costs of Suit taxed at seven dollars and sixty Cents and thereof &c ~~~~~~ after which the said Peter by Thomas Gold Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. ——

Little vs Gamwell Nov. 172. 1797

Barzela Little of Middlefield in the County of Hampshire Yeoman plaintiff v Samuel Gamwell of Chester in said County Yeoman defendant in a plea of the case for that whereas the said Samuel at Northampton aforesaid on the eighth day of July last past by his promissory Note of hand of that date for Value received promised the said Barzela to pay him the sum of Eighty three dollars and two shilling equal to Eighty three dollars and thirty three Cents by the first day of October then next with Interest till paid - Yet the said Samuel altho often thereto requested has never performed his said promise but neglects it to the damage of the said Samuel two hundred dollars. — — — — — — — —
The plaintiff by Jonathan Woodbridge Gent. his Attorney appears and the Defendant altho three times publicly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Barzela recover of the said Samuel the sum of Eighty five dollars and six Cents damages and Costs of Suit taxed seven dollars sixty four Cents and thereof &c. ——
After which the said Samuel by Thomas Gould Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. ——

Sylvester vs Stowell Nov. 173. 1797

Joseph Sylvester of Chesterfield in the County of Hampshire Physician plaintiff v Warren Stowell of Cummington in said County Laborer Deft in a plea of the case for that the said Warren at Northampton aforesaid on the twenty fifth day of April in the year of our Lord one thousand seven hundred and ninety six by his Note of hand of that date for Value received promised said Joseph to pay him the sum of forty six dollars & forty four Cents within one year from the date with Interest - Yet the said Warren altho often Requested has not performed his sd promise but neglects it to the damage of the said Joseph Sixty six dollars ——

The Plaintiff by Jonathan Woodbridge Gent. his Attorney appears and the Deft altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover of the said Warren fifty dollars and seventy nine Cents damages and Costs of Suit taxed at six dollars and sixty one Cents & thereof &c —

Exd. Issued Nov. 23d. 1797. —

Israel Trask of Belchertown in the County of Hampshire Physician plaintiff v. Isaac Warren of Palmer in the County aforesaid Husbm. defend. in a plea of the Case for that the said Isaac at Palmer on the fourteenth day of October in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the said Israel to pay him or his order the Sum of SEVENTY Dollars within one Year from the date of said Note with Interest all paid — Yet altho often thereto requested the said Isaac hath never paid the same but wrongfully withheld it to the damage of the said Israel One hundred dollars the plaintiff by Stephen Pyncheon Gent. his Attorney appears & the defend. altho three times called to come into Court makes default of his appearance Wherefore it is considered by the Court that the said Israel recover of the said Isaac the Sum of Seventy four dollars and fifty four Cents damages and Costs of Suit taxed at $ 8-70 and thereof &c —

Exon Issd. Nov. 22. 1797.

Trask vs Warren Nov. (78) 1797.

King Bascom of Southampton in the County of Hampshire Yeoman plaintiff v. Artemas Loomis of Hanley in s. County Yeoman Defend. in a plea of the Case for that the said Artemas at Southampton aforesaid on the thirteenth day of March last past by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him Sixty three dollars & thirty three Cents lawful money in five months from the date thereof — Yet tho often thereto requested the said Artemas altho the said five months has long since been past has never paid the same or any part thereof to the plaintiff but wrongfully withheld it to the damage of the said King Eighty dollars —

The pltff. by Jon. Dwight Junr. Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said King recover of the said Artemas the Sum of Sixty four dollars and twenty eight Cents damages and Costs of Suit taxed at $ 6. 73 & thereof &c. After which the said Artemas by Jon. Woodbridge Gent. his Attorney comes into Court and appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday in April next & recognizes with sureties for his prosecuting the same appeal with effect —

Bascom vs Loomis Nov. (102) 1797

Chapin
vs
Chapin
Nov/183/1797

Eliphalet Chapin of Enfield in the State of Connecticut Yeoman Pltff
vs Thomas Chapin of Springfield in the County of Hampshire Yeoman
Deft. in a plea of the case for that the said Thomas at Enfield to wit at
Northampton aforesaid on the twenty seventh day of February last past
by his promissory Note under his hand of that date for value received prom-
ised the pltff to pay him in Ten months from the date thereof fifty three
dollars and thirty four Cents with lawful Interest from the date of
said Note till paid — Yet tho' often requested the said Thomas the
the said time has long since past hath never paid the plaintiff the same
or any part thereof but unjustly neglects it to the damage of the sd
Eliphalet Seventy dollars — The plaintiff by Jno. Dwight Jun. Gent
his Attorney appears and the defendant altho' three times publickly
called to come into Court makes default of his appearance here —
Wherefore it is considered by the Court that the said Eliphalet do
recover of the said Thomas the sum of Sixty two dollars twenty four
Cents damages and Costs of Suit taxed at $7.69 and thereof &c —
After which the said Thomas by John Hooker Gent. his Attorney
comes into Court and appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton within and for the
County of Hampshire on the last Tuesday of April next and recognizes with
Sureties for his prosecuting the same appeal with effect. — —

Palmipher
vs
Clark
Nov/184.1797.

Sylvester Palmipher of Glastenbury in the State of Connecticut Pltff
vs Elisha Clark of East Hampton in the County of Hampshire
Gent Defendt in a plea of the Case for that the said Elisha at
Easthampton aforesaid on the twenty fifth day of May last past by
his promissory Note under his hand of that date for Value received
promised said Sylvester to pay him or his order four pounds eighteen
shillings equal to sixteen dollars and thirty four Cents lawful money in
thirty days from the date thereof with lawful Interest for the same
untill paid — Yet tho' often thereto requested the said Elisha hath
never paid the plaintiff the same or any part thereof but unjustly neg-
lects it to the damage of the said Sylvester Twenty Dollars —
The plaintiff by Jno. Dwight Jun. Gent. his Attorney appears and the
Defendant altho' three times publickly called to come into Court makes
default of his appearance — Wherefore it is considered by the said Court
that the said ~~Eliphalet~~ Sylvester recover of the said Elisha the sum of Sixteen
dollars eighty two Cents damages and Costs of Suit taxed at $7.79 and
thereof &c —

Exp. Nov. 21. 1797

Sedgwick
vs
Woodbridge
Nov (187) 1797.

Theodore Sedgwick of Stockbridge in the County of Berkshire
Esq plaintiff vs Jonathan Woodbridge of Worthington in the County of
Hampshire Gentn Defendt in a plea of trespass on the Case for that where
the said Jonathan at Northampton aforesaid on the seventeenth day of
April last past by his Note in writing under his hand of that date for
Value received promised the said Theodore to pay or his order by the seven
teenth day of October then next seven hundred and twenty seven dollars &
Seventy Seven Cents with the Interest — Yet the said Jonathan altho
often requested hath never performed his said promise altho the time of
payment has long since past but neglects to do it to the damage of the
said Theodore One thousand Dollars. —

The plaintiff by Caleb Strong Esq. his Attorney appears and the defendant al. the defendants three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Theodore recover of the said Jonathan the sum of Seven hundred and fifty three dollars and twenty seven Cents damages and Costs of Suit taxed at $ 8 D. 59 C. — and thereof &c. After which the said Jonathan comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Clark & al. vs Alvord Nov. 1889 / 0797

Eleazer Clark Yeoman and Bohan Clark Yeoman both of East hampton in the County of Hampshire Plaintiffs v. Caleb Alvord late of Greenfield in said County Gentleman Defend.t in a plea of trespass on the case for that the D. Caleb at Montague in said County of Hampshire on the twelfth day of July in the Year of our Lord one thousand seven hundred and Ninety seven by his Note of Hand of that date for Value received promised the plaintiffs to pay them Eleven pounds fourteen shillings and five pence which the plaintiffs aver is equal to Thirty nine dollars and seven Cents within ninety days with Interest — Yet the said Caleb altho often requested hath not paid the plaintiffs the Contents of the said Note or any part of but unjustly neglects it — to the damage of the said Eleazer and Bohan Sixty Dollars. —

The plaintiffs by Caleb Strong Esq their Attorney appear and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Eleazer and Bohan recover of the said Caleb the sum of thirty nine dollars and eighty six Cents damages and Costs of Suit taxed at six dollars and four Cents and thereof &c. — — — After which the said Caleb by Richard E. Newcomb Gent. his Att.y comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his appearance prosecuting the said appeal with effect. —

Clark & al. vs Hume & al. Nov. 1889 / 0797.

Eleazer Clark Yeoman and Bohan Clark Yeoman Joint dealers in Tools both of East Hampton in the County of Hampshire plaintiffs, v. Ezra Hume and Thomas Bordwell both late of Montague in said County Husbandmen Deft.s in a plea of trespass on the Case for that the D.s Ezra and Thomas at Montague aforesaid on the fourteenth day of June in the Year of our Lord one thousand seven hundred and ninety seven by their Note of hand of that date for Value received promised the Pltffs to pay them the sum of forty five pounds one shilling and ten pence half penny, and which the plaintiffs aver is equal to One hundred and fifty Dollars and thirty one Cents and one half Cents within ninety days from the date of said Note — Yet the said Ezra and Thomas tho often thereto requested have never paid the same or any part thereof, or either of them but unjustly neglect and refuse to do it to the damage of the said Eleazer and Bohan One hundred and Eighty Dollars —

The plaintiffs by Caleb Strong Esq. their Att.y appear and the Def.ts altho three times publickly called to come into Court make default of their

appearance here — Wherefore it is considered by the Court that the said Eleazer and Bohan do recover of the said Ezra and Thomas the sum of One hundred and fifty dollars and ninety seven Cents damages and Costs of Suit taxed at six dollars and thirty eight Cents & thereof &c. After which the said Ezra and Thomas by Richard E Newcomb Gent. their Attorney come into Court and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for their prosecuting the same appeal with effect. —

Murray vs Hubbard Nov. (191) 1797

John Murray of the City County and State of New York Merch.t Plaintiff v. Stephen Hubbard of Amherst in the County of Hampshire Blacksmith, Defend.t in a plea of Trespass on the case for that the said Stephen at Northampton aforesaid on the fourteenth day of March in the Year of our Lord One thousand seven hundred and ninety seven, by his Note of hand of that date for Value received promised the said John to pay him or order the Sum of One hundred and fifty three dollars and thirty three Cents ~~with~~ on the twentieth day of May then next following with Interest after that time till paid — Yet the said Stephen tho' often requested hath never paid the same but unjustly neglects it to the damage of the said John two hundred dollars. — The plaintiff by Caleb Strong Esq.r his Attorney appears and the Def.t at the ~~often times requested~~ three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said John recover against the said Stephen the Sum of twenty eight Dollars and thirty nine Cents damages & Costs of Suit taxed at $7.83 and thereof &c.

Exon. issued Nov. 21. 1797. —

Same vs Bodwood Nov. (192) 1797

John Murray of the City, County and State of New York Merchant plaintiff v. Solomon Bodwood of Amherst in the County of Hampshire Gent.n Defend.t in a plea of the case for that the said Solomon at Northampton aforesaid on the twenty sixth day of January in the Year of our Lord one thousand seven hundred and ninety seven, by his Note of hand of that date for Value received promised the said John to pay him or his order five hundred and fifty five dollars and fifty six Cents on the first day of May then next following with Interest after that time till paid — Yet the said Solomon altho often requested hath not paid the Contents of said Note to the Pltff. but unjustly neglects it — To the damage of the said John Murray five hundred dollars. —

The plaintiff by Caleb Strong Esq. his Attorney appears and the Defend.t altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said John recover of the said Solomon the Sum of four hundred and nine dollars and nineteen Cents and Costs of Suit taxed at $7.83 and thereof &c. after which the said Solomon by Wright Strong Gent. his Att.y comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Stebbins &c
vs
Dutton
Nov. 194. 1797.

Zibina Stebbins and Thomas Stebbins both of Springfield in said County Merchants and copartners in trade plaintiffs — vs. Jeremiah Dutton of Springfield in said County Yeoman Deft. in a plea of the case for that the sd Jeremiah at Springfield aforesaid on the thirteenth day of May in the year of our Lord seventeen hundred and ninety six by his promissory Note of that date for Value received promised the Plaintiffs to pay them or order twenty eight dollars on demand with Interest — Yet the often thereto requested the said Jeremiah hath never paid the same or any part thereof to the Pffs. nor any of them but hitherto hath neglected and still do unjustly neglect it — To the damage of the said Zibina and Thomas Thirty Dollars. — The plaintiffs by George Bliss Esq. their Attorney appear and the Defendt. altho' three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the sd Zibina and Thomas recover of the said Jeremiah twenty five dollars & fifty three Cents damages and Costs of Suit taxed at $6 — 88. and thereof &c

Exd. & Stayed Novr. 23d. 1797.

Parks
vs
Bliss &c
Nov. 196. 1797.

Reuben Parks of Rupsell in the County of Hampshire Yeoman plaintiff vs. Pelatiah Bliss of West Springfield in said County Esqr. and Caleb Stimpson of West Springfield aforesaid Husbandman, Defendts. in a plea of Trespass on the Case for that whereas the said Pelatiah & Caleb at Rupsell aforesaid on the fifteenth day of November in the year of our Lord seventeen hundred and ninety six, by their promissory Note under their hands of that date for Value received promised the said Reuben to pay him two hundred dollars by the first day of October then next ensuing — Yet the often thereto requested the sd Pelatiah and Caleb or either of them have never paid the same or any part thereof but hitherto have neglected and still do unjustly neglect & refuse so to do to the damage of the said Reuben three hundred dollars. The plaintiff by George Bliss Esq. his Attorney appears and the Defts altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover of the said Pelatiah and Caleb the Sum of one hundred and ninety four dollars twenty two Cents damages and Costs of Suit taxed at eight dollars twenty nine Cents & thereof &c — After which the said Pelatiah and Caleb by Samuel Lathrop Gent. his Attorney come into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with Effects —

Wett
vs
Montague
Nov. 197. 1797.

Sorry Wett of Belchertown in the County of Hampshire Yeoman Pff. vs Seth Montague of Southadley in said County Husbandman Defendant in a plea of trespass on the case for that whereas the said Seth at South Hadley aforesaid on the tenth day of June in the year of our Lord seventeen hundred and ninety six, by his promissory Note in writing under his hand of that date for Value received promised one Eli Warner to pay him or his order Seventy three dollars and thirty three Cents on demand with Interest for the same until paid — And the said Eli there afterwards, on the same day, by his indorsement on the same Note for Value rec. ordered the

Contents of said Note then wholly due and unpaid — of all which the said Seth there afterwards on the same day had Notice and so became liable and chargeable to pay the same Contents of said Note to Plaintiff and being so liable and chargeable then and there in consideration thereof the said Seth assumed on himself and promised said Jonas to pay him the same Contents on demand — Yet altho often thereto requested the said Seth hath never paid the same or any part thereof to the plaintiff but hitherto has neglected and still does unjustly neglect it — To the damage of the said Jonas Seventy Dollars — —

The plaintiff by George Pfeff Gent. his Attorney appears and the defendt. altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Jonas recover of the said Seth the sum of $ 68 — 82 Cents & Costs of Suit taxed at $ 6 — 10 and thereof &c.

Execn issued Novr 23d. 1797. —

Cooley vs Tenney Nov. 19th. 1797.

Hanan Cooley of Long Meadow in the County of Hampshire Plff. vs Nathan Tenney of Norwich in the same County Husbandman Deft. The Plff altho three times publickly called to come into Court and prosecute his Action against the said Nathaniel becomes Nonsuit and the Defendant, altho three times publickly called to come into Court makes default of his appearance and this case is dismissed —

White vs Chapman Nov. 20th 1797

Horace White of West Springfield in the County of Hampshire Gent. plaintiff vs Isaac Chapman Junr. of Montgomery in said County Gentleman Defendant in a plea of the case for that the said Isaac at West Springfield aforesaid on the seventh day of June in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note in writing under his hand of that date for Value received promised the said Horace to pay him or order the Sum of Twenty dollars by the first day of January 1797 with Interest — Yet the said Isaac though often requested to do it hath never paid said Note but unjustly neglects and refuses so to do — To the damage of the said Horace Forty dollars — The plaintiff by Samuel Lathrop Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Horace recover against the said Isaac the sum of twenty one dollars and seventy five Cents damages and Costs of Suit taxed at — $ 6 — 91 and thereof &c.

Execn issd. Nov. 22d. 1797.

Leonard vs Dewey — Nov. 20th. 1797.

Russell Leonard of West Springfield in the County of Hampshire Gent. plaintiff vs Noah Dewey Junr. of Westfield in the County aforesaid Gentn. Deft. in a plea of the Case for that the said Noah at West Springfield aforesaid on the second Day of January in the Year of our Lord Seventeen hundred and ninety four by his promissory Note in writing under his hand of that date for Value received promised the said Russell to pay him the Sum of four pounds sixteen shillings which is equal to Sixteen dollars on demand as mentioning with Interest — Yet the said Noah though often requested to do it hath never paid said Note but unjustly neglects & refuses so to do to the damage of the said Russell Thirty dollars —

The plaintiff by Samuel Lathrop Gent. his Attorney appears, and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Rufus recover against the said Isaac the Sum of Nineteen dollars Seventy two Cents damages and Costs of Suit taxed at $ 6-87 and thereof &c —

Execution issued Nov. 22d 1797 —

Day vs Frost. Nov. 202. 1797

Daniel Day of West Springfield in the County of Hampshire Husbandman plaintiff vs. John Frost of Blandford in said County Yeoman Deft. in a plea of trespass on the Case for that the said John at Westfield in said County on the eighth day of May last past by his promissory Note in writing under his hand of that date for Value received promised the said Daniel to pay him the sum of Seventy three dollars on the first day of October next ensuing the date of said Note with Interest from the date — and the said Daniel says he was ready, to wit, at West Springfield aforesaid to have received said money according to the tenor of said Note — Yet the said John though often requested to do it hath never paid said Note but unjustly neglects it to the damage of the said Daniel One hundred Dollars —

The plaintiff by Samuel Lathrop Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Daniel recover of the said John the Sum of Seventy five dollars thirty eight Cents damages and Costs of Suit taxed at seven dollars twenty three Cents and thereof &c —

After which the said John by Eli P. Ashmun his Attorney ~~appears and the Deft. altho three~~ comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Niles vs Phelps Nov. 203. 1797

John Niles of Westfield in the County of Hampshire Yeoman plff. vs. Oliver Phelps of Westfield aforesaid Yeoman Deft in a plea of the Case for that the said Oliver at Westfield aforesaid on the thirtieth day of May in the Year of our Lord Seventeen hundred and ninety five by his promissory Note in writing under his hand of that date for Value received promised the said John to pay him the sum of thirty three pounds which is equal to One hundred and ten dollars by the twenty 8th day of October 1797 with Interest till paid — Yet the said Oliver though often requested to do it hath never paid said Note but unjustly neglects it to the damage of the said John two hundred dollars —

The plaintiff by Samuel Lathrop Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said John recover of the said Oliver the Sum of One hundred and twenty three dollars Seventy four Cents damages and Costs of Suit taxed at $ 5-73 & thereof &c

After which the Oliver by Elijah Bates Gent. his Att'y. comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties to prosecute the same appeal with Effect. —

May
vs
Perry
Nov/206/0797

Rufus May of Holland in the County of Hampshire, Husbandman Pltff
vs Joseph Perry of South Brimfield in said County, Husbandman Deft
in a plea of the case for that whereas the said Joseph at said Holland
on the twenty eighth day of October in the Year of our Lord one thousand
seven hundred and ninety five by his promissory Note of hand by him
subscribed of that date for Value received promised said Rufus to pay
him or order the Sum of One hundred and eighty six Spanish milled
dollars and thirty seven Cents within two Years from the date of s^d Note
with Interest annually until paid — Yet the said Joseph though often
requested hath never paid the Contents of said Note but neglects it —
To the damage of the said Rufus Three hundred Dollars —
The plaintiff by Abner Morgan Esq. his Attorney appears and the
Defendant altho three times publickly called to come into Court makes
default of his appearance here — Wherefore it is considered by the Court
that the said Rufus recover against the said Joseph the Sum of One
hundred ninety eight dollars and six Cents damages and Costs
of Suit taxed at £9-3- and thereof &c — — — —
After which the said Joseph by Stephen Pyncheon Esq his Attorney
comes here into Court and appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Northampton within
and for the County of Hampshire on the last Tuesday of April next
and recognizes with sureties for his prosecuting the same appeal with
effect. — — —

Gleason
vs
Cheney.
Nov. 208/0797.

John Gleason of Rowe in the County of Hampshire Yeoman Pltff
vs John Cheney of the same Rowe Yeoman Defendt. in a plea &c
The plaintiff altho^ three times called to come into Court and prosecute
his said Action becomes nonsuit — and the Defendant altho^ three times
publickly called to come into Court makes default of his appearance &
this Case is dismissed.

Emmons
vs
Newton
Nov. 210. 0797

Whereas Thomas Emmons of Windsor in the County of Windsor and State of
Vermont, Yeoman — before our Justices of our Court of Common pleas
holden at Northampton within and for our said County of Hampshire
on the Monday next preceding the third tuesday of May in the Year of
our Lord one thousand seven hundred and ninety seven recovered judg-
ment against Ezra Belding of Montague in said County Yeoman and
David Griffin and Elijah Newton both of Deerfield in said County Yeoman
the sum of thirty dollars and thirty four Cents damages and also nineteen
dollars and ninety four Cents for Costs and Charges by him about his Suit in
that behalf expended whereof the said Ezra David and Elijah are convict
as appears of record, and although Judgment be thereof rendered & Execution
accordingly issued thereupon on the thirtieth day of May aforesaid — Yet the
said Ezra David and Elijah have avoided and concealed their effects &
the same Execution on the second day of September last past was returned
into the Clerks Office of said Court by Rufus Sexton then and ever since
a deputy Sheriff under Ebenezer Mellow Esq Sheriff of said County &
to whom the same was directed with a proper Return endorsed on
the said Execution by the said Rufus in the Words and figures following
viz. "Hampshire ss. Sept. 2^d 0797. I have made diligent Search & enquiry
and cannot find any property nor either of the bodies of the within named
Belding Griffin or Newton in my precinct so I return this Execution wholly
unsatisfied — Rufus Sexton Deputy Sheriff." and the said Judgment still
remains in full force and is no part paid or satisfied together with twenty,

twenty five Cents more for said Execution and whereas the said Thomas hath made application to us to provide a remedy in this behalf — Now to this intent that Justice may be done We command you that make known unto Luther Newton of Deerfield in said County Yeoman who was surety for the said David & Elijah on the mesne process not only for their appearance at Court to answer said Suit but for their abiding and performing said Judgment of Court that he appear &c —
The plaintiff by Jonathan Leavett Esq. his Attorney appears and the Defendt. at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Thomas recover of the said Luther the Sum of fifty nine dollars and forty three Cents damages and Costs of Suit taxed at $ 8.60 and thereof &c —

Exd. Issued Decr. 8. 1797

Bissell &c. vs Bissell Nov. 212. 1797.

Noadiah Bissell of East Windsor in the County of Hartford and State of Connecticut and Simon Backus Bissell of Fairbee in the County of Orange and State of Vermont Yeomen plaintiffs v. Jonathan Marsh Bissell of Montague in the County of Hampshire Yeoman Defendt. in a plea of the case for that whereas the said Jonathan at said Northampton on the thirteenth day of May last past by his Note under his hand of that date for Value received promised the Pltffs. by the Name of Noadiah and Simon B. Bissell to pay them seven pounds six shillings, equal in value to twenty four dollars and thirty three Cents by the first day of September then next with Interest — Also for that the said Jonathan afterwards to wit on the day aforesaid was indebted to the pltffs. in the Sum of three dollars and thirty three Cents for so much money there before that time had and rec'd by the Deft. to the use of the pltffs. and being so indebted then and there in consideration thereof promised the Pltffs to pay them the same on demand — Yet he has never performed either of his promises aforesaid although often thereto requested but neglects to do it to the damage of the said Noadiah and Simon Thirty dollars —
The plaintiffs by Jonathan Leavett their Attorney appear and the Defendant at the three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Noadiah and Simon Backus recover against the said Jonathan Marsh the Sum of twenty eight dollars and thirty three Cents damages and Costs of Suit taxed at eight dollars forty seven Cents and thereof &c —
After which the said Jonathan Marsh Bissell by Richard E. Newton Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effects —

Totman vs Eddy &c. Nov (214) 1797.

Thomas Totman of Charlemont in the County of Hampshire Yeoman plaintiff v. Waterman Eddy of Suffield in the County of Hartford and State of Connecticut Yeoman and Leonard Eddy of Coleraine in the County of Hampshire Yeoman Deft. in a plea of the case for that whereas the said Waterman and Leonard on the twenty ninth day of October in the Year of our Lord one thousand seven hundred and ninety six at Coleraine aforesaid by their Note under their hands of that date for Value received promised the said Thomas to pay him or his order Nine pounds equal in value to Thirty dollars by the first day of May then next with Interest — Yet they have never paid the same though often requested but neglect it to the damage of the said Thomas Forty dollars —

The plaintiff by Jona. Leavett Gent. his Attorney appears and the Deft. altho three times publickly called to come into Court makes default of his appearance wherefore it is considered by the Court that the said Thomas recover of the said Waterman and Lenard the Sum of Nine teen dollars and thirty one Cents damages and Costs of Suit taxed at eight dollars eighty seven Cents and thereof &c.
After which the said Waterman and Lenard by Richard E. Newcomb Gent. their Attorney come here into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Gilbert vs Foster Nov. 24th. 1797

Eliel Gilbert of Greenfield in the County of Hampshire Gent. Pltff vs Ezekiel Foster of Leyden in said County Gent. defendt. in a plea of the case for that whereas the said Ezekiel at Greenfield aforesaid on the fifteenth day of March last past by his Note under his hand of that date for Value received jointly and severally with one Ebenezer Ritter promised the said Eliel to pay him or his order five pounds three shillings equal to nineteen dollars and sixteen Cents in six months from that date with Interest. Yet the said Ezekiel altho often thereto requested hath never paid the same nor has the same ever been paid but neglects it To the damage of the said Eliel thirty dollars.—
The plaintiff by Jonathan Leavett Gent. his Attorney appears & the defendant altho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Eliel do recover of the said Ezekiel the Sum of Seventeen dollars and eighty five Cents damages and Costs of Suit taxed at $7.59 and thereof &c.—
Execution granted Nov. 25. 1797.

Clark vs Hames Nov. 24th. 1797

John Clark of Deerfield in the County of Hampshire Yeoman Pltff vs Ezra Hames of Montague in in said County Yeoman also Gent.— Defendt. in a plea of the Case for that whereas the said Ezra at Deerfield on the twenty third day of July past by his Note under his Hand of that date for Value received promised the said John to pay him Sixty dollars by the first day of October then next with Interest— Yet the said Ezra has never paid the same though often thereto requested but neglects it to the damage of the said John Sixty dollars—
The plaintiff by Jonathan Leavett his Att. appears and the Defendant altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said John recover against the said Ezra the Sum of forty seven dollars forty four Cents damages and Costs of Suit taxed at $47.23 and thereof &c—
After which the said Ezra by Richard E. Newcomb Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.—

Leavett vs Bottwood Nov. 24th 1797

Roger Leavett of Heath in the County of Hampshire Gent. plaintiff vs Samuel Bottwood of Conway in said County Gentleman Defendant in a plea of the case for that the said Samuel at Conway aforesaid on the fifth day of August last past by his Note under his hand of that date for Value Rec.—

promised me John Good to pay him or his order five pounds eight shillings equal in Value to Eighteen dollars (meaning on demand) with Interest, and the said John there afterwards to wit on the day of the purchase of this Writ by his indorsement on the same Note for Value received ordered the Contents of said Note then due to be paid to the said Roger, of which the said Samuel there afterwards on the same day had due Notice and thereby became liable in law to pay the Contents of said Note to the said Roger and being so liable he then and there in consideration thereof promised the said Roger to pay him the same according to the tenor and effect of said Note and said indorsement Yet said Samuel has never paid the same though often requested but neglects it to the damage of the said Roger Thirty Dollars. The plaintiff by Jonathan Leavitt Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Roger recover of the said Samuel the Sum of eighteen dollars thirty two Cents damages and Costs of Suit taxed at eight dollars thirty five Cents and thereof &c — — After which the said Samuel by Wright Strong Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Leavitt vs Ingley Nov. (219) 1797

Hart Leavitt of Greenfield in the County of Hampshire Trader Pltff. vs Benony Ingley of Leyden in said County Yeoman Defendant in a plea of the case for that whereas the said Ingly at said Greenfield on the thirteenth day of September last past by his Note under his hand of that date for Value received promised said Hart to pay him or his order twenty six dollars and twenty six Cents on demand with Interest — Yet the said Benony has never paid the same tho often requested but neglects it to the damage of the said Hart forty dollars —
The plaintiff by Jonathan Leavitt Gent. his Attorney appears & the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Hart recover against the said Benony the sum of twenty seven dollars two Cents damages and Costs of Suit taxed at $7 nil 7 and therefor &c.

Exon issued Nov. 25. 1797.

Thompson vs Dalrymple Nov. (225) 1797.

Daniel Thompson of Halifax in the County of Windham and State of Vermont Yeoman Pltff. vs David Dalrymple Jun. of Colrain in the County of Hampshire Yeoman Defend. in a plea of the Case for that whereas the said David at said Colrain on the thirtieth day of April in the Year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date signed by him by the Name of David Dalrymple the second promised the said Daniel to pay him the Sum of five Dollars by the first of December then next in merchantable Grain with Interest — Also for that the said David there afterwards, to wit, on the twenty sixth day of December in the Year aforesaid, by his Note under his hand of that date signed by him by the Name of David Dalrymple promised the said Daniel for Value received to pay him another Sum of thirteen dollars in saleable neat Cattle to be delivered at the Farm.

of Jedidiah Middlefield in Colrain aforesaid by the first day of October then next with Interest — Yet the said David though often requested hath never performed unthe of his said promise altho the Plaintiff has always been ready to receive the Contents of said Note according to the tenor of the same & the time of payment has long since past, but neglects it to the damage of the said Daniel forty dollars.
The plaintiff by Jonathan Leavitt Gent. his Attorney appears and the Deft altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Daniel recover of the said David the Sum of fourteen dollars and one Cent damages and Costs of Suit taxed at $ 8.95 and thereof &c —

Exn issued Nov. 25. 1797.

Purple
vs
Pellogg
Nov. 230. 1797

Ezra Purple of Barnardstown in the County of Hampshire Innholder plaintiff vs. Noadiah Pellogg now resident at Barnardstown aforesaid Carpenter Defendt. in a plea of the Case for that the d. Noadiah at said Barnardstown on the eleventh day of November in the year of our Lord seventeen hundred and ninety five by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or his order the Sum of seventy five Dollars to be paid by the first day of April next after the date of said Note with Interest till paid — Yet the said Noadiah tho said time of payment has elapsed and tho often requested has not paid said sum but neglects to do it — to the damage of the said Ezra Eighty Dollars —
The plaintiff by Solomon Ware Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Ezra recover of the said Noadiah the Sum of $ 48.80 damages and Costs of Suit taxed at $ 8.29 and thereof &c —

Exn issued Nov. 22 1797.

Barber
vs
Cushman
Nov. 233. 1797

David Barber of Northfield in the County of Hampshire Gent. plaintiff vs. Artemas Cushman of Barnardstown in said County Gent. Deft. in a plea of the case for that the said Artemas at Northfield aforesaid on the seventeenth day of April last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Thirty six dollars and fifty nine Cents on demand with Interest till paid — Yet the Artemas tho requested has not paid said sum but neglects it to the damage of the said David Seventy Dollars.
The plaintiff by Solomon Ware Gent. his Att.y appears, and the Defendt. altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said David recover of the said Artemas the Sum of fifteen dollars and eighteen Cents damages and Costs of Suit taxed at $ 6.55 — and thereof &c —

Exn issued Nov. 22 1797.

Rand
vs
Lyon
Nov. 235. 1797.

Thomas Rand of Wardsboro in the County of Windham and State of Vermont Yeoman vs. Caleb Lyon of Greenfield in the County of Hampshire Yeoman alias Husbandman Defendt. in a plea of the case for that the said Caleb at Wardsboro to wit at Northampton aforesaid on the seventeenth day of December last past by his Note under his hand of

that date for Value received promised the plaintiff to pay him or order the Sum of ~~Eight~~ Fifty pounds, of the Value of thirteen dollars and thirty three Cents in a Saddle on demand with use / meaning Interest till paid. Yet the said Caleb, tho' often requested has not delivered said Saddle nor paid said Sum but neglects to do it to the damage of the said Thomas Twenty five dollars. The plaintiff by Solomon Rose Gent. his Attorney appears and the Deft. altho' three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Thomas recover of the said Caleb the Sum of fourteen dollars & ten Cents damages and Costs of Suit taxed at eight dollars fifty one Cents & thereof &c. After which the said Caleb by Richard E Newcomb Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. ——

Alexander vs Rice Nov. 23d. 1797

Reuben Alexander Inr. of Johnstown in the County of Caledonia and State of Vermont Trader plaintiff vs. Enos Rice of Gill in the County of Hampshire Yeoman alias Husbandman Defend.t in a plea of the case for that the said Enos at Northampton aforesaid on the sixth day of October last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the sum of four pounds eleven shillings and seven pence / of the Value of fifteen dollars and twenty eight Cents / on demand with Interest — Yet said Enos though requested has not paid Sum but neglects it to the damage of the said Reuben Thirty dollars The plaintiff by Solomon Rose Gent. his Attorney appears and the Deft. altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover of the said Enos the sum of fifteen dollars and Eighty Cents damages and Costs of Suit taxed at $8 0-63 — and thereof &c.

Exon issued Nov. 22d 1797.

Merrick vs Cushman Nov. 23d. 1797

Bezaleel Merrick of Warwick in the County of Hampshire husbandman Plaintiff vs. Polycarpus Cushman of Bernardstown in s.d County Physician Defend.t in a plea of the Case for that the said Polycarpus at Bernardstown aforesaid on the twenty fourth day of January last past by his Note under his hand of that date for Value received promised the said Bezaleel to pay him fourteen pounds / of the Value of forty six dollars & Sixty six Cents / in neat Cattle on or before the first day of October next after the date of said Note to be delivered at the dwelling house of the s.d Polycarpus in said Bernardstown — Yet said Polycarpus the said time of payment has elapsed and the plaintiff ever ready to receive said Stock at the place aforesaid has not delivered said Stock nor has paid said Sum and the Interest. tho' often requested by the Deft but neglects it to the damage of the said Bezaleel Ninety dollars —

The Pltff by Solomon Rose Gent. his Att'y. appears and the Deft altho three times publickly called to come into Court makes default of his appearance Wherefore it is considered by the Court that the said Bezaleel recover of the said Polycarpus the Sum of $47.25 damages and Costs of Suit taxed at $8-63 and thereof &c

Exon issued Nov. 22. 1797.

Alexander
vs
Streeter
Nov. 239. 1797.

Eliphaz Alexander late of Northfield in the County of Hampshire Yeoman plaintiff v. James Streeter now resident in said Northfield Yeoman defendant in a plea of the case for that the said James at said Northfield on the twenty second day of February last past by his Note under his hand of that date for Value received promised one David Barber to pay him or order the sum of Sixty eight dollars and sixty two Cents on demand with Interest till paid. and the sd David there afterwards on the same day, by his indorsement on sd Note ordered the Contents of said Note then due and unpaid to be paid to the pltff or his order of all which the said James there afterwards on the same day had Notice and thereupon became liable by law to pay the Contents of said Note to the plaintiff according to the tenor and effect thereof and then and there in consideration thereof promised the plaintiff to pay him the same accordingly - Yet the said James though requested hath never paid the said Sum and Interest but neglects to do it to the damage of the said Eliphaz One hundred and thirty dollars The plaintiff by Solomon Vose Genl. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance - Wherefore it is considered by the Court that the said Eliphaz recover against the said James the Sum of Seventy one dollars and Seventy four Cents damages and Costs of Suit taxed at $ 6-58 and therefor &c -

Execution issued Nov. 22d 1797. -

Southwick
vs
Robinson
Nov. 240. 1797.

Samuel Southwick Junr. of New Salem in the County of Hampshire Yeoman Pltff. v. Paul Robinson of Sudbury in the County of Middlesex Laborer Deft. in a plea of the case for that the said Paul at said New Salem on the twenty third day of January last past by his Note under his hand of that date for Value received promised the said Samuel to pay him or his order the Sum of twenty two dollars on demand with lawful Interest for the same untill paid. Yet the said Paul though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Samuel forty dollars The pltff by Edward Upham Genl. his Attorney appears and the Deft. altho three times publickly called to come into Court makes default of his appearance - Wherefore it is considered by the Court that the said Samuel recover of the said Paul the Sum of $ 23-40 damages and Costs of Suit taxed at $ 8-77 and therefor &c.

23-40
8-77.

Execution issued Nov. 23. 1797. -

Merrill
vs
Caswell
Nov. 241. 1797

Jehabod Merrill of Ware in the County of Hampshire Yeoman Pltff. v. George Caswell of Greenwich in the same County Yeoman Deft. in a plea of the case for that the said George Caswell at said Ware on the twelfth day of January in the Year of our Lord one thousand seven hundred & ninety seven, by his promissory Note under his hand of that date for Value received promised one Josiah Butler of the same Ware aforesaid to pay him or his order the Sum of Fifty dollars, to be paid the first day of September then next ensuing the date of said Note - and there afterwards on the same twelfth day of January aforesaid at Ware aforesaid

said Butler by his indorsement in writing from under his hand, on the same Note for Value received ordered the Contents of said Note, then due and unpaid to be paid to the plaintiff, of all which the said Caswell, there instantly afterwards had notice and so became chargeable and liable in law to pay the same to the pltff. and thereof there in consideration thereof promised the plaintiff to pay him the same according to the tenor thereof — Yet said Caswell tho' often requested hath not performed his promise but neglects it — to the damage of the said Merritt Sixty Seven dollars. —
The plaintiff by Edward Upham Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Jehabod recover of the said George the sum of $ 40.62 damages and Costs of Suit taxed at $ 9.47 and thereof &c.

Execution Issued Nov. 23d. 1797. —

Goldthwait vs Luce. — Nov. 242. 1797.

Joseph Goldthwait of New Salem in the County of Hampshire Physician pltff. v. William Luce of the same New Salem Yeoman Deft. in a plea of the Case for that the said William at said New Salem on the thirteenth day of September last past, by his Note under his hand of that date for Value received promised the said Joseph to pay him or his order the sum of Seventeen dollars and twenty eight Cents on demand with lawful Interest for the same untill paid — Yet the said William though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Joseph Thirty Dollars.
The plaintiff by Edward Upham Gent. his Attorney appears and the defendant altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Joseph recover against the said William the sum of Seventeen dollars and forty Cents damages and Costs of Suit taxed at Seven dollars fifty six Cents and thereof &c
After which the said William by James Fish Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next, and recognizes with Sureties for his prosecuting the same appeal with effect. —

Gray vs Crafts Nov. 243. 1797.

Thomas Gray of Pelham in the County of Hampshire Yeoman Pltff. v. Israel Crafts of sd Pelham Taylor Defendt. in a plea of the case for that the said Israel at Pelham aforesaid on the nineteenth day of November last past, by his Note under his hand of that date for Value received promised the said Thomas to pay him or his order the sum of Sixty eight dollars and twenty two Cents within five months from the date of said Note, with lawful Interest for the same untill paid — Yet the said Israel though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Thomas One Hundred Dollars.
The plaintiff by Edward Upham Gent. his Attorney appears and the Deft. altho' three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Thomas recover of the said Israel the sum of Seventy two dollars and thirty two Cents damages and Costs of Suit taxed at $ 7.03 — and thereof &c. —

After which the said Jewel by Simeon Strong Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and acknowledges with sureties for his prosecuting the same appeal with effect. —

Macarty & al. v. Childs. Nov. 24. 1797.

Nathaniel Macarty of ~~Worcester~~ Petersham in the County of Worcester and Shubael Child Stratton of New Salem in the County of Hampshire Traders plaintiffs v. Samuel Childs of New Salem aforesaid Yeoman. Defendant in a plea of the case for that the said Samuel at said New Salem on the twenty fifth day of this last October by his Note under his hand of that date for Value received promised one Amos Shaw to pay to pay him or his order the Sum of Seven dollars by the first day of April then next with use / meaning lawful Interest / for the same sum till paid. and afterwards to wit on the same first day of April at said New Salem the said Amos by his indorsement in writing on the same Note with his proper hand subscribed, ordered the Contents of the same Note then wholly due and unpaid to be paid to the ~~said~~ Pltffs for Value of them there had and received — of all which the Samuel had due Notice and so became chargeable & ~~liable~~ in Law to pay the Contents of the same Note to the pltffs according to the tenor and effect of the same Note and the indorsement aforesaid, and being so liable, then and there in consideration thereof promised the pltffs to pay them the same accordingly. also for that the said Samuel at said New Salem on the thirteenth day of February last past by his Note of hand of that date for Value received promised one James Shaw to pay him or his order the Sum of Eleven dollars within six months from the date of said note with use / meaning with lawful Interest for the same Sum / till paid - and afterwards to wit on the day of the purchase of this Writ the said James at said New Salem by his indorsement in writing on the same Note, with his proper hand subscribed, for Value received, ordered the Contents of the same Note then wholly due and unpaid to be paid to the Pltffs — of all which the said Samuel then and there had due notice and so became liable in law to pay the the Contents thereof to the Pltffs according to the tenor and effect of the said Note and the indorsement aforesaid and being so liable then and there in consideration thereof promised the plaintiffs to pay the same accordingly. also for that the said Samuel at said New Salem on the day of the date of this Writ was justly indebted to the said pltffs in the sum of fourteen dollars and five Cents for the articles contained in the Schedule hereunto annexed and being ~~so~~ indebted then and there in consideration thereof promised the plaintiffs to pay them on demand — Yet the said Samuel though often requested hath never paid either of said Sums to the Pltffs or ever fullfilled either of his promises but unjustly neglects it —
To the damage of the Plaintiffs Sixty Dollars. —
The plaintiffs by Edward Upham Esq. their Attorney appears & the defendant altho' three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Nathaniel and Shubael Child do recover of the said Samuel the Sum of thirty three dollars and one Cent —

damages and Costs of Suit taxed at Seven dollars and ninety three Cents and thereof &c

After all which the said Samuel by Ezekiel Kellogg Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Same
v
Ford
Nov/245/1797

Nathaniel Maccarty of Peters ham in the County of Worcester & Shubael Child Stratton of New Salem in the County of Hampshire Traders and joint Partners Pltfs v. Ford Bears of Shutesbury in said County of Hampshire Husbandman Deft. in a plea of the case for that the said Ford at said New Salem on the seventh day of August last past by his Note under his hand of that date for Value received promised the said Plaintiffs to pay them or their order forty three dollars and thirty Cents on demand with lawful Interest for the same Sum till paid — Yet the said Ford though often requested hath never paid the same but neglects and refuses to do it — to the damage of the Plaintiffs Ninety Dollars. —

The plaintiffs by Edward Upham Gent. their Attorney appear and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nathaniel and Shubael Child, do recover of the said Ford the Sum of forty three dollars and ninety seven Cents, — damages and Costs of Suit taxed at seven dollars eighty one Cents and thereof &c —

After all which the said Ford by James Fisk Esq. his Attorney comes in to Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Same
v
Shaw
Nov/246/1797

Nathaniel Maccarty of Peters ham in the County of Worcester & Shubael Child Stratton of New Salem in the County of Hampshire Traders and joint Partners Plaintiffs v. Jacob Shaw of Shutesbury in the County of Hampshire Husbandman Deft. in a plea of the case for that the said Jacob at said New Salem on the second day of March last past by his Note under his hand of that date for Value received promised the plaintiffs to pay them or their order the Sum of thirteen dollars and thirty three Cents on demand with the lawful Interest for the same Sum till paid — Yet the said Jacob though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Plaintiffs forty Dollars — The Pltfs by Ed Upham Gent. their Atty. appear and the Deft. altho three times publickly called to come into Court makes default of his appearance. Whereupon it is considered by the Court that the said Maccarty and Stratton recover against the said Shaw the Sum of thirteen dollars ninety one Cents damages and Costs of Suit taxed at seven dollars and sixty one Cents and thereof &c —

After all which the said Jacob by James Fisk Esq. his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Same
vs
Felton
Nov. 24d. 1797

Nathaniel Macarty of Petersham in the County of Worcester and Shubael Child Stratton of New Salem in the County of Hampshire Pltffs. vs. Ebenezer Felton Junr. of the same New Salem Yeoman defdt. in a plea of the case for that the said Ebenezer at said New Salem on the twelfth day of August last past by his Note under his hand of that date for Value received promised the plaintiffs to pay them or their order the Sum of fifty dollars on demand with the lawful Interest for the same Sum till paid — Yet the said Ebenezer though often requested hath never paid the same but neglects and refuses to do it to the damage of the Plaintiffs One hundred dollars —
The plaintiffs by Edward Upham Gent. their Attorney appear and the defendants altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Nathaniel and Shubael Child do recover of the said Ebenezer the sum of fifty dollars and seventy five Cents damages and Costs of Suit taxed seven dollars Ninety five Cents and thereof &c —
After all which the said ~~Ezekiel~~ by Ebenezer by Ezekiel Kellogg Esq. his Atty comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

Same
vs
Childs
Nov. 24d. 1797

Nathaniel Macarty of Petersham in the County of Worcester and Shubael Child Stratton of New Salem in the County of Hampshire Traders and Joint partners pleintiffs vs Joseph Childs of the same New Salem Yeoman defendant in a plea of the Case for that the said Joseph at said New Salem on the second day of June last past by his note under his hand of that date for Value received promised the plaintiffs to pay them or their order the Sum of one hundred and eight dollars on demand with the lawful Interest for the same Sum until paid. Yet the said Joseph though often thereto requested hath never paid the same but neglects & refuses to do it — to the damage of the plaintiffs Seventy dollars —
The Plaintiffs by Edward Upham Gent their Atty appear and the Defendt altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Nathaniel and Shubael Child do recover of the said Joseph the Sum of One hundred & ten dollars and seventy Cents damages and Costs of Suit taxed seven dollars and seventy three Cents —
After all which the said Joseph by Ezekiel Kellogg Esq. his Atty. comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Nathaniel Macarty of Petersham in the County of Worcester and Shubael Child Stratton of New Salem in the County of Hampshire plaintiffs — vs. Joseph Goldthwait of the same New Salem Physician Defendant in a plea of the case for that the said Joseph at said New Salem on the eleventh day of August last past by his Note under his hand of that date for value received promised the plaintiffs to pay them or their order the sum of One hundred and three dollars and ten Cents on demand with lawful Interest for the same untill paid — Yet the said Joseph though often requested hath not paid the same but neglects and refuses to do it — to the damage of the Plaintiffs two hundred dollars. — — — —

Same vs Goldthwait Nov. 26d. 1797

The plaintiffs by Edward Upham Genl. their Attorney appear and the Defendant altho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Nathaniel and Shubael Child, recover of the said Joseph the Sum of One hundred and four dollars and sixty four Cents damages and Costs of Suit taxed at seven dollars Eighty one Cents and thereof &c — After all which the said Joseph by Ebenezer Hillogg Esq. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tues day of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

Peter Sampson of New Salem in the County of Hampshire Tanner, Plff. vs. Jonathan Nichols of the same New Salem Trader Defendt. in a plea of the case for that whereas the said Jonathan at said Northampton on the day of the purchase of this Writ, being indebted to the plaintiff in the Sum of twenty three dollars and thirty three Cents for fourteen thousand of Shingles before that time by the Plaintiff sold and delivered the said Jonathan in consideration thereof promised the plaintiff to pay him the same Sum on demand Yet the said Jonathan though often requested hath not paid the same but neglects it to the damage of the said Peter the Sum of fifty dollars. and Whereas the said Peter saith that the said Jonathan has not in his own hands goods & Estate to the value of fifty dollars aforesaid which can be come at to be attached but has entrusted to and deposited in the hands and possession of Joel Dickinson of Amherst aforesaid Tanner holden trustee of the said Jonathan, goods effects and Credits to the said value — We command You therefore &c. — The pltff. appears. and now at this time the said Joel Dickinson being present here in Court and examined under oath says that at the Time of the Service of this Writ he had in his possession Goods Chattells, rights and Credits articles mentioned in the Inventory annexed and as more — (see the Inventory on file with the Writ). and the Defendant altho three times publickly called to come into Court makes default of his Appearance here. Whereupon it is considered by the Court that the said Peter recover against the said Jonathan the Sum of twenty three dollars & thirty three Cents damages & Costs of Suit taxed at $7.30 and thereof &c.

Sampson vs Nichols Nov. 25d. 1797

Execn issued Nov. 23d. 1797.

Sampson
vs
Rowe & al.
Nov. 251/1797.

Jacob Sampson of Stamford in the State of Vermont Yeoman Pltff. vs Daniel Rowe of Litchfield in the State of Connecticut Yeoman and Friend Smith of Amherst in the County of Hampshire Trader Defendants — in a plea of the case for that the said defendants at Amherst aforesaid on the twenty third day of May in the Year of our Lord Seventeen hundred and ninety Six, by their Note under their hands of that date for value received promised the said Jacob to pay him or his order the sum of two hundred and sixty six dollars and sixty seven Cents by the fifteenth day of October which should be in the Year of our Lord One thousand seven hundred and ninety seven, with lawful Interest for the same from and after the first day of May next following the date of said Note untill paid. Yet the defendants though often requested have never paid the same but neglect and refuse so to do — to the damage of the said Jacob four hundred dollars. — ——

The plaintiff by Edward Upham Gent. his Attorney appears & the Defendants altho' three times publickly called to come into Court make default of their appearance here. Wherefore it is considered by the Court that the said Jacob recover against the said Daniel & Friend the sum of two hundred seventy three dollars eighty six Cents damages and Costs of Suit taxed at seven Dollars and forty six Cents & three mills, after all which the said Defendants by Jos. E. Porter Esq their Attorney come here into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for their prosecuting the same appeal with effect. ——

Read
vs
Pratt
Nov. 253/1797

Samuel Read of Wendell in the County of Hampshire Pltff vs Ephraim Pratt of Shutesbury in the same County Gent. Deft. — in a plea of the case for that the said Ephraim at Wendell aforesaid on the twenty fourth day of September in the Year of our Lord One thousand seven hundred and ninety four by his Note under his hand of that date for value received promised the said Samuel to pay him or his order the sum of fifteen pounds equal to fifty dollars on or before the twentieth day of February in the Year of our Lord One thousand seven hundred and ninety seven with the lawful Interest for the same untill paid — Yet the said Ephraim though often requested hath never paid the same but neglects and refuses to do it. To the damage of the said Samuel Eighty dollars ——

The plaintiff by Ed. Upham Gent. his Attorney appears and the Deft. although three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Samuel recover against the said Ephraim the sum of forty four dollars and twenty four Cents damages and Costs of Suit taxed at seven dollars and thirty two Cents and thereof &c ——

Dam. $ 44.74
Cost $ 7.32

Exon issued Nov. 23. 1797.

Samuel Lawrenson of Shutesbury in the County of Hampshire, Yeoman Pltff. v. Jonathan Warner of Amherst in said County Yeoman Defendant, in a plea of the Case for that the said Jonathan at Shutesbury aforesaid on the third day of February last past by his Note under his hand of that date for Value received promised the Pltff. Samuel to pay him or his order the Sum of Fifty three dollars and eight Cents in demand with Interest for the same untill paid - Yet the said Jonathan though often requested hath never paid the same but neglects and refuses so to do - To the damage of the said Samuel Lawrenson the sum of Eighty dollars - The plaintiff by Edward Upham Gent. his Attorney appears and the Defendt. although three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Samuel recover of the said Jonathan the Sum of fifty five dollars and sixty Cents damages and Costs of Suit taxed at six dollars twenty one Cents & thereof &c - after all which the said Jonathan Warner by Jos. Porter Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with Effect.

Lawrenson v. Warner Nov. (254) 1797

Edward Upham of New Salem in the County of Hampshire Gent. plaintiff v. Joseph Goldthwait of the same New Salem Physician Defendt. in a plea of the Case for that the said Joseph at New Salem aforesaid on the twenty second day of May last past by his Note under his hand of that date for Value received promised one Jonathan Nichols to pay him or his order the Sum of thirty two dollars within one month from the date of said with the lawful Interest for the same sum till paid - and afterwards to wit on the same day and at the same place aforesaid the said Jonathan by his endorsement in writing on the same Note with his own hand subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the Pltff Edward for Value received of which the said Joseph on the same day and at the same place last mentioned had Notice, and thereupon became chargeable in law to pay the same Contents to the said Edward according to the tenor of said Note and the indorsement thereon - and being so chargeable then and there in Consideration thereof promised the said Edward to pay him the same accordingly. Yet the said Joseph though thereto often requested hath never paid the same to the said Edward but unjustly neglects and refuses to do it - To the damage of the said Edward sixty dollars. - - - - The plaintiff appears here in Court - and the defendant although three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Edward recover of the said Joseph the Sum of thirty two dollars and ninety nine Cents damages and Costs of Suit taxed at seven dollars and forty eight Cents and thereof &c - Dam $ 32.99 Costs $ 7.48.

Upham v. Goldthwait Nov (255) 1797.

Execution issued Nov. 23d 1798.

Harroun
vs
Smith
Nov. 258/1797.

David Harroun of Coldrain in the County of Hampshire pltff vs Israel Smith of Leyden in the same County Yeoman defendt. in a plea of the Case for that whereas the said Smith at Northampton aforesaid on the tenth day of February last past by his Note under his hand of that date for Value recd promised one Elect Gilbert to pay him order the sum of four pounds fourteen shillings equal to fifteen dollars and sixty seven Cents to be paid by the middle of October then next after the date of said Note with Interest & the said Gilbert at Northampton aforesaid on the day of the purchase of the Writ by his indorsement on the same Note in writing with his own hand subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the said David for Value had and received of all which the said Smith there afterwards the same day had due Notice and thereby became liable in Law to pay the Contents of said Note to the Plaintiff & being so liable then and there in consideration thereof promised the plaintf. to pay him the same according to the tenor and effect of the said Note, yet he hath never paid the same though requested but neglects it. To the damage of the said David Thirty dollars.

The plaintiff by Richard E Newcomb Gent. his Attf. appears and the Defendant altho' three times called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said David recover of the said Israel the sum of $16-38 damages and Costs of Suit taxed at $ 8-38 and thereof &c

Exd issued Nov. 25th 1797.

Rand
vs
Joy
Nov. 259. 1797.

Amos Rand of Deerfield in the County of Hampshire Trader pltff vs Samuel Joy of Coldrain in said County Yeoman. in a plea of the case for that the said Joy at Northampton aforesaid, on the eleventh day of January last past by his note under his hand of that date for Value received promised the pltff to pay him or order twelve pounds ten shillings and four pence (equal to forty one dollars seventy three Cents) by the first day of May then next with Interest. Yet he hath never paid the same though requested but neglects and refuses so to do. To the damage of the said Amos thirty dollars.

The pltff by Richard E Newcomb Gent. his Attf. appears. and the Deft altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Amos recover of the said Samuel the sum of $ 21-44 damages and Costs of Suit taxed at $ 7-57. and thereof &c

Exon issued Nov. 25. 1797.

Alvord
vs
Larabee
Nov. 260. 1797.

Caleb Alvord of Greenfield in the County of Hampshire Trader Pltff vs Asa Larabee of Shelburne in said County Yeoman Deft. — in a plea of the case for that whereas the said Asa at Northampton aforesaid on the twenty fourth day of July last past by his Note under his hand of that date for Value received promised the Pltff to pay him the sum of four pound one shilling and one penny (equal to thirteen dollars and fifty two Cents) by the twenty fifth day of September then next with Interest. Yet he hath never paid the same, though requested but unjustly neglects and refuses so to do — To the damage of the said Caleb Twenty Dollars —

The plaintiff by Richard E Newcomb Gent. his Attorney appears & the defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Caleb recover of the said Asa the sum of thirteen dollars and seventy eight Cents damages and Costs of Suit, taxed at $ 7-40 and thereof &c.

Exon issued Nov. 25. 1797.—

Caleb Alvord of Greenfield in the County of Hampshire Trader Pltff v. James Severance of the same Greenfield Yeoman Defendt. in a plea of the Case for that whereas the said James at Northampton aforesaid on the first day of Jany last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order twenty five dollars fourteen Cents on demand with Interest Yet he hath never paid the same though requested but neglects it to the damage of the said Caleb fifty dollars. —

Alvord vs Severance. Nov. (261) 1797.

The plaintiff by Richard E Newcomb Gent. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Caleb recover of the said James the sum of twenty five dollars and Seventy Cents damages and Costs of Suit taxed at $ 7-40 and thereof &c —

Exon issued Nov. 25. 1797.

Phineas Crump of Leyden in the County of Hampshire Yeoman plaintiff v. Owen Tennant of Shelburne in said County Yeoman Deft. in a plea of the case for that the said Tennant at Northampton aforesaid on the twenty ninth day of December last past, by his Note under his hand of that date for Value received promised the plaintiff to pay him or order the Sum of Ten pounds, equal to thirty three dollars and thirty three Cents, to be paid in neat Stock at Cash price, to be paid by the first day of October then next at the dwelling house of the said Crump, with Interest and the plaintiff says, that he has always been ready to receive the Contents of said Note according to the tenor of the same and on the day of payment at his dwelling house demanded the same — Yet he hath never paid it though requested but neglects it — to the damage of the said Phineas Sixty Dollars. —

Crump vs Tennant Nov. 264. 1797.

The plaintiff by Richard E Newcomb Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Phineas do recover of the said Owen the Sum of thirty five dollars seine Cents damages and Costs of Suit taxed at $ 8-16 and thereof &c. —

Exon issued Nov. 25th 1797.

Edward Ruggles Junr. of Montague in the County of Hampshire Yeoman plaintiff v. Moses Merchant of Hawley in said County Yeoman alias Gent. defendt. in a plea of the case for that the said Moses at said Northampton on the twenty second day of February last past by his Note under his hand of that date for Value received promised

Ruggles vs Merchant — Nov. (266) 1797

the plaintiff to pay him or order twenty two dollars and twelve Cents by the first day of October then next with Interest – Yet he hath never paid the same though requested but unjustly neglects & refuses to do it to the damage of the said Ruggles fifty dollars. —

The plaintiff by Richard E Newcomb Gent. his Attorney appears and the defendant altho' three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said Edward recover against the said Moses the Sum of twenty three dollars and twelve Cents damages and Costs of Suit taxed at $7.26 and thereof &c –

Exon issued Nov. 25. 1797. —

Same
vs
Rawson
Nov. 26th. 1797.

Edward Ruggles Junr. of Montague in the County of Hampshire Pltff vs. Joseph Rawson of a certain plantation called Irons Land situated between Northfield and Montague in said County of Hampshire Yeoman Defendt. in a plea of the case for that the said Rawson at said Northampton on the twenty third day of June last past by his note under his hand of that date for Value received promised the said Edward to pay him or order twenty nine dollars and seventy five Cents on demand with Interest – Yet he hath never paid the same but neglects it – To the damage of the said Edward of Sixty Dollars.

The plaintiff by Richard E Newcomb Gent. his Attorney appears and the Defendant altho' three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said Edward recover of the said Joseph the Sum of thirty dollars and eighty two Cents damages and Costs of Suit taxed at $7.15. – and thereof &c – after which the said Joseph by Wright Strong Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties as the law directs for his prosecuting the same Appeal with effect. —

Same
vs
Taylor & al.
Nov. 26th. 1797.

Edward Ruggles Junr. of Montague in the County of Hampshire Yeoman Pltff vs Amasa Taylor and Nathaniel Taylor both late of said Montague Yeomen Defts in a plea of the case for that the said Amasa & Nathaniel at Northampton aforesaid on the ninth day of August last past by their Note under their Hands of that date for Value received promised the pltff to pay him or order eighteen dollars and ninety four Cents on demand with Interest. Yet they nor either of them have ever paid the same though requested but neglect it to the damage of the said Edward Forty dollars. The pltff by Richard E Newcomb Gent. his Attorney appears and the Defts although three times publickly called to come into Court makes default of his appearance – Whereupon it is considered by the Court that the said Edward recover of the said Amasa and Nathaniel the sum of nineteen dollars and twenty two Cents damages and Costs of Suit taxd at $7.45 and thereof, &c

Exon issued Nov. 25th 1797. —

David Clark of Leyden in the County of Hampshire Yeoman Pltff vs Paul Green of Leyden aforesaid Yeoman alias Gentleman defendant — in a plea of the Case for that the said Paul at Leyden aforesaid on the twentieth day of ~~December~~ September in the year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the Pltff to pay him Sixty six dollars and Sixty seven Cents — thirty dollars to be paid in neat Stock at the common prices & be paid in September then next with Interest — and the Pltff in fact says that he has always been ready to receive the Contents of said Note according to the tenor of said Note and demanded the same in September aforesaid at said Leyden — Yet he hath never paid the same though requested but neglects it to the damage of the said David Seventy dollars.

Clark vs Green Nov. 269/1797

The plaintiff by Richard E. Newcomb Gent. his Attorny appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said David recover of the said Paul the Sum of Sixty dollars and ninety seven Cents damages and Costs of Suit taxed at eight dollars thirty eight Cents and thereof &c. —

After which the said Paul by Jon. Lawrett Gent. his Att.y comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Jonas Locke of Deerfield in the County of Hampshire Gentleman plaintiff vs David Pratt of Windsell in said County Gentleman or David Pratt of Shutesbury in said County Gent. defend.t in a plea of the case for that whereas the said David at Northampton aforesaid on the twenty second day of September in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the Pltff to pay him or order the sum of two hundred and Seventeen dollars and ninety Cents in forty six days from the date of said Note with Interest — Yet he hath never paid the same though requested but neglects it to the damage of the said Jonas the Sum of One hundred and fifty dollars.

Locke vs Pratt Nov. 270/1797

The Pltff by Richard E. Newcomb Gent. his Att.y appears and the Defend. altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Jonas do recover of the said David the Sum of ninety five dollars four Cents damages and Costs of Suit taxed at seven dollars twenty seven Cents and thereof &c. — After which the said David by Jonathan E. Porter Esq. his Attorny comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Thomas Stow of Warwick in the County of Hampshire, Yeoman Pltff vs Martin Stephens of the same Warwick defend.t in a plea of the Case for that the said Stephens at Orange in said County on the third day of September in the Year of our Lord seventeen hundred and ninety two by his Note under his hand of that date for Value received promised the Pltff to pay him five pounds twelve shillings, equal to eighteen dollars and sixty seven Cents within five years from the date of said Note with Interest till paid, Yet the said Stephens though requested the same Sum and Interest has not paid but neglects it to the damage of the said Stow forty dollars.

Stow vs Stephens Nov. (274.) 1797.

The plaintiff by Joseph Proctor Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance. Whereupon it is considered by the Court that the said Thomas recover of the said Martin the sum of $ 24-47 damages and Costs of Suit taxed at $ 9-31 and thereof &c.

Caus issued Nov. 21. 1797.—

Deater / Petty / Nov. 27th / 1797.

Benjamin Deater of Orange in the County of Hampshire Yeoman Pltff. v. Ebenezer Petty living on a Gore of Land lying between Warwick and New Salem in said County Yeoman Deft. in a plea of the Case for that the said Petty at said Northampton on the twenty eighth day of March in the Year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the Pltff to pay him or his order the Sum of twenty dollars within six months from the date of said Note with Interest till paid which time has elapsed. Yet the said Petty though requested hath never paid the same Sum and Interest but neglects it To the damage of the said Deater forty dollars. —

The plaintiff by Joseph Proctor Gent. his Attorney appears, and the Defendant altho' three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Benjamin recover of the said Ebenezer the Sum of twenty two dollars and fourteen Cents damages and Costs of Suit taxed at eight dollars Sixty Six Cents and thereof &c. After which the said Ebenezer by Edward Upham Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Securities for his prosecuting the same appeal with effect —

Biggs v. Partridge / Nov. 27th. 1797.

Micah Biggs of Orange in the County of Hampshire Husbandman plaintiff v. Amos Partridge of Athol in the County of Worcester Yeoman Deft. in a plea of the Case for that the said Amos at Orange aforesaid on the twelfth day of September in the year of our Lord seventeen hundred and ninety six by his Note under his hand of that date for Value received promised the Pltff to pay him six pounds one shilling and three pence equal to twenty dollars and twenty one Cents — to be paid by the first day of January then next with Interest till paid — Yet the said Amos though often requested and the time of Payment has elapsed, the same Sum & Interest has not paid but neglects it to the damage of the said Biggs forty Dollars

The plaintiff by Joseph Proctor Gent. his Attorney appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Micah recover of the said Amos the Sum of twenty one dollars and Sixty four Cents damages and Costs of Suit taxed at Eight dollars and Eighty two Cents and thereof &c.

After which the said Amos by Edward Upham Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Chapin
vs
Rice
Nov. 27 1797

Oliver Chapin of Orange in the County of Hampshire Innholder Plaintiff
vs Noah Rice of the same Orange Physician, Deft. in a plea of the case for
that the said Rice at said Orange on the eighteenth day of July in the year
of our Lord seventeen hundred and ninety seven by his note under his hand
of that date for Value received promised the Pff to pay him or his order
fifty eight dollars on demand with Interest after the first day of June last
past - Yet the said Noah tho requested the same sum and Interest has not
paid but neglects it. to the damage of the said Chapin Seventy dollars
The plaintiff by Joseph Proctor Gent his Attorney appears and the Defendant altho
three times publickly called to come into Court, makes default of his appearance here
Wherefore it is considered by the Court that the said Oliver recover against
the said Noah the sum of fifty nine dollars fourteen Cents damages and costs of
Suit taxed at $ 8.82. and thereof &c.

Exon issued Nov. 21. 1797.

Hooker
vs
Bordwell.
Nov. 28 1797.

John Hooker of Hinsdale in the County of Cheshire and State of New Hampshire
Clothier plaintiff vs Salmasius Bordwell of Northfield in the County of Hampshire
Clothier defendant in a plea of the case for that the said Bordwell at said Northfield
on the fifth day of September last past by his Note under his hand of that date for
Value received promised the Pff to pay him or order five pounds seventeen shill-
ings and nine pence equal to nineteen dollars sixty two Cents and an half Cent
on demand with Interest - Yet the said Bordwell tho requested hath not paid
the same Sum and Interest but neglects it to the damage of the said Hooker the
Sum of Thirty Dollars.
The plaintiff by John Barrett Gent. his Attorney appears and the defendant
altho three times publickly called to come into Court makes default of his
appearance - Wherefore it is considered by the Court that the said John
recover of the said Salmasius nineteen dollars and eighty eight Cents damages
and Costs of Suit taxed at $ 8.48 - and thereof &c

Exon issued Nov. 24 1797.

Smith
vs
Arms
Nov. 28 1797

Caphaz.
~~Eliphaz~~ Smith late of Hanover in the County of Grafton in the State of New-
Hampshire Husbandman plaintiff vs Phineas Arms of Leavitt in the County of
Hampshire Gentleman defendant, in a plea of debt - for that the said Smith at a
place called Haverhill, viz at said Northampton by the consideration of the Justices of
the inferior Court of Common pleas holden at Haverhill in the County of Grafton aforesaid
said and by Law thereto enabled recovered Judgment against the said Arms by
the Name of Phineas Arms of Hanover in the County of Grafton and State of
New Hampshire Gentleman for the Sum of Sixteen pounds eleven shillings and
nine pence damages, equal to fifty five dollars, twenty nine Cents and two mills,
and two pounds nineteen shillings, cost by the said Smith about his said Suit
in that behalf expended - equal to Six dollars and fifty Cents, as fully appears of
record - a Copy of which is in Court to be produced - which same Judgment is still
in force and in no part satisfied or reversed which also appears - whereby an action
has accrued to the plaintiff to demand and have of the said Arms the aforesaid
Sums together with seventeen Cents more for a Writ of Execution issued on said
Judgment and is no part satisfied. Yet the said Arms altho requested hath
not rendered the same Sums and Interest but detains it - To the damage
of the said Smith One hundred dollars.
The plaintiff by John Barrett Gent. his Attorney appears and the
Defend. altho three times publickly called to come into Court makes def-

default of his appearance here. Whereupon it is considered by the Court that the said Ephraim recover against the Thomas the Sum of Eighty two dollars and forty two Cents damages and Costs of Suit taxed at $8.D.55 — and thereof &c.

Ex. issued Nov. 24th 1797 —

Rendall vs Newton Nov. 28 D. 1797.

Levi Rendall of Rutland in the County of Worcester Pltff vs. Solomon Newton of Deerfield in said County Defendt. The plaintiff at the three times publickly called to come into Court, becomes nonsuit and the defendant makes default of his appearance here — and this case is dismissed. —

Loomis vs Wedge Nov. 28th. 1797

Luther Loomis of Suffield in the County of Hartford State of Connecticut Gentleman Pltff. vs. Thomas Wedge of Leverett in the County of Hampshire Yeoman Defendant in a plea of the case for that the said Thomas at Montague in s.d County on the twenty ninth day of April last past by his Note of that date for Value received promised to pay Jonathan Sawyer or bearer five hundred and ninety dollars and sixty eight Cents on or before the twentieth day of September next (meaning next following the date of said Note, with Interest, which said Note afterwards on the first day of September last past in due course of trade came to the possession of the plaintiff, of which the said Thomas had due notice and thereby became liable and then and there in consideration thereof promised the plaintiff to pay him the Contents of said Note according to the tenor thereof — Also for that the Thomas at Montague aforesaid, on the day last aforesaid being indebted to the plaintiff in one other Sum of five hundred and seventy dollars and sixty eight Cents for so much money then before that time had and received to the pltff's Use then and there in consideration thereof promised the plaintiff to pay him the same Sum on demand with Interest — Yet tho' often requested the said Thomas hath not performed either of his said promises but neglects so to do — to the damage of the said Luther Seven hundred dollars. —

The pltff by Wm Gay Gentleman his Attorney appears and the Defendant at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Luther do recover of the said Thomas the Sum of five hundred and ninety four dollars and Eighty nine Cents damages and Costs of Suit taxed at eight dollars and seventy six Cents and thereof &c. —

After which the said Thomas by Jr. Wright Strong Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. —

Allen vs Rost & a.c Nov. 29 D. 1797.

Richard Allen of Suffield in the County of Hartford and State of Connecticut Yeoman pltff vs Thomas Rost and Mathew Anderson both of Montague in the County of Hampshire Yeomen Defendts in a plea of the case for that the said Thomas and Mathew at said Montague on the fourth day of Feby last past by their Note of that date for Value received promised the plaintiff to pay him on or before twenty six dollars by the first of October next (meaning the first day of October next following the date of said Note) at Edwards Ruggles in Montague with use till paid — Yet tho' often requested and the time of payment hath elapsed the said Thomas and Mathew have not paid said note or hath either of them last neglect so to do —

to the damage of the said Richard fifty dollars.
The plaintiff by Wm Gay Gent. his Attorney appears – And the defendant altho three times publickly called to come into Court makes default of his appearance here – Wherefore it is considered by the Court, that the said Richard recover of the said Thomas and Mathew the Sum of twenty seven dollars & fifty Cents damages and Costs of Suit taxed at nine dollars & thirty Cents – and thereof &c – After which the said Thomas and Mathew by St. Wright Strong Gent. their Attorney come here into Court and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Surties to prosecute the same appeal with effect.

Murray vs Boltwood Nov. (293) 1797

John Murray of the City County and State of New York, Merchant plaintiff vs. Samuel Boltwood of Conway in the County of Hampshire Gent. Defend. in a plea wherein the said John demands against the said Samuel a piece or tract of land lying in Conway in said County of Hampshire, to wit, part of Lot No. seventy seven and part of Lot Number seventy six, beginning sixty two rods wanting twelve links from the original North east Corner of the aforesd. Lot Number Seventy Seven and the same distance from the South east Corner of the aforesaid Lot Number Seventy Six, thence running North on the high way to a stake and stones, then west thirty seven degrees North on the lot Number seventy six sixteen rods and eighteen links to the height of the Edge of rocks then southerly about ten rods to the School house, south west Corner, thence southerly on the high way to the Blacksmiths shop thence round said Shop within one foot thereof to the aforesaid High way, thence to the Corner of the House, thence East seventy two degrees south seven rods and fourteen links, then North ten degrees East, thirteen rods and nineteen links to the first boundary with a dwelling house, Barn and Potash house standing thereon – which same tract of Land with the appurtenances the said John formerly to the said Samuel for a term which is past, and which the said John claims as his right and inheritance and whereunto the said Samuel hath not entry but by the demise which the same John thereof made to the said Samuel for a term which is past – and which after that term ought to revert to the said John as he saith – and whereupon the said John says, that he within twenty Years now last past in a time of peace was seized of the tract of Land aforesaid with the appurtenances in his demesne as of fee and right taking the profits thereof to the value of Eighty dollars by the Years, and who into the said Samuel hath not Entry but by the demise aforesaid for a term which is now past, as aforesaid, and whereof the said John complains that the said Samuel deforceth him and holds him out therefrom – to the damage of the said John Murray one hundred dollars. ——

The plaintiff by Caleb Strong Esq his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said John recover of the said Samuel possession of the demanded premises with the appurtenances and Costs of Suit taxed at eight dollars and fifteen Cents and thereof &c — After which the said Samuel by Simeon Strong Junr. Gentleman his Atty comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect. ——

Baker
v.
Densmore
Nov. 295. 1797

Thomas Baker of Chesterfield in the County of Hampshire, Cordwainer, plaintiff v. Samuel Densmore of Conway in said County Blacksmith defendant — in a plea of trespass on the case for that the said Samuel at said Chesterfield on the twenty fifth day of December last past by his Note in writing under his hand of that date for value received promised the plaintiff to pay him twenty two dollars in six months from the date with Interest — Yet the said Samuel though often requested hath never paid the Contents of said Note but unjustly neglects it — to the damage of the said Thomas thirty dollars — The plaintiff by Benj. Parsons Gent. his Attorney appears and the defendant altho three times publickly called to come into Court, makes default of his appearance Wherefore it is considered by the Court that the said Thomas recover of the said Samuel the Sum of twenty three dollars and fourteen Cents damages and Costs of Suit taxed at $ [illegible] — and thereof &c. — —

Exn issued Nov. 25th 1797

Willard
v.
Harris.
Nov. 296. 1797

James Willard of Hartland in the County of Windsor and State of Vermont Gent. pltff. v. William Sheriden Harris of Lincoln in the County of Worcester Trader — Deft. in a plea of trespass on the Case for that the said William at Hartland aforesaid to wit at said Northampton on the thirteenth day of October in the year of our Lord seventeen hundred and ninety five by his Note in writing under his hand of that date for value received acknowledged that there was due to the said Willard nineteen dollars and in consideration thereof then and there assumed on himself and to the said Willard faithfully promised to pay him the same Sum with Interest whenever he should be thereto afterwards requested. Yet the said Harris though often thereto requested hath not paid the same sum and Interest, but neglects it, to the damage of the said James thirty dollars. — —
The plaintiff by John Taylor Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said James recover of the said William the Sum of
Damages and Costs of Suit taxed at $ and thereof &c —

Mayo
v.
Stevens.
Nov. 297. 1797

Joseph Mayo of Warwick in the County of Hampshire Esq. Pltff. v. Martin Stephens of the same Warwick, Husbandman, defendant in a plea of debt for that the said Joseph on the third tuesday of May A.D. 1795. at said Northampton by the consideration of the Justices of our said Court recovered Judgment against the said Martin for the Sum of eleven pounds nineteen shillings damages and four pounds fourteen shillings and eleven pence Costs of Suit equal to fifty five dollars and Sixty Six Cents whereof the said Martin is convict, as appears by the record of said Court — which said Judgment remains in full force, unreversed, and not satisfied except as to the Sum of Eleven pounds nineteen shillings, equal to thirty three dollars and eighty three Cents, whereon one writ of Execution has issued and returned unsatisfied except as above mentioned, the time being elapsed wherein by law another execution can issue, whereby an Action hath accrued to the pltff to have and demand of the said Martin the residue of said damage and Costs together with twenty ten Cents for said execution, amounting in the whole to the sum of fifteen dollars and thirty nine Cents. Yet said Martin the often requested hath never paid the same but neglects it, to the damage of the said Joseph fifty dollars — The plaintiff by D. Bigelow Esq. his Att. appears and the Def. altho three times publickly called to come into Court, makes default of his appearance — Whereupon it is considered by the Court that the said Joseph recover of the said Martin $ 18.42 damages & Costs taxed at $ 8.65 — & thereof &c

Exn issued Nov 25. 1797 —

Jonathan Dwight and James S. Dwight of Springfield in the County of Hampshire Traders pltffs v. John Graham of Belchertown in said County Labourer Defend. in a plea of the case for that the said John Graham at Springfield aforesaid on the twenty sixth day of June in the year of our Lord fourteen hundred and ninety six by his certain promissory note in writing by him subscribed of that date for Value rec. promised the pltffs to pay them or order eighty six dollars and thirty six Cents within sixty days from the date of said Note – Yet though thereto often requested the same Sum and Interest has not paid but neglects it – to the damage of the said Jonathan and James One hundred and twenty dollars ——

Dwight & al. v Graham Nov. 1298 / 1797.

The Plaintiffs appear and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Jonathan and James recover of the said John Graham the Sum of ninety two dollars and forty four Cents damages and Costs of Suit taxed at $ 9.076 – and thereof &c.

Exon issued Dec. 2d 1797. —

Walter Budington and Daniel Moore both of Hartford in the County of Hartford and State of Connecticut Merchants Pltffs v. John Spencer Douglass of Westfield in the County of Hampshire Innholder, alias Yeoman, alias Gentleman Defend. in a plea of the case for that the said John Spencer at Hartford to wit at Westfield in our County of Hampshire on the third day of February last past by his promissory Note in writing under his hand of that date for Value received promised the Pltffs to pay them on demand the Sum of Three hundred and twenty four dollars and sixty four Cents with Interest after the fifteenth day of February next ensuing the date of said Note. Yet the said John Spencer though often requested hath never paid said Note but unjustly neglects it to the damage of the said Walter and Daniel two hundred dollars. The plaintiff by Samuel Lathrop Gent. his Attorney appears & the defendant altho three times publickly called to come to Court – makes default of his appearance here Whereupon it is considered by the Court that the said Walter and Daniel recover against the said John Spencer the Sum of $ damages and Costs of Suit taxed at $ 10.96 – and thereof &c.

Budington & al. v Douglass Nov. 1301 / 1797.

Judah Willey of Chester in the County of Hampshire Yeoman plaintiff v. Joshua Leonard of Hadley in said County baker, in a plea of trespass on the case for that the said Joshua at Wilbraham in said County on the first day of March last past by his promissory Note of hand of that date for Value received promised one Ebenezer Dumaresque to pay him or his order Twenty six dollars sixty Seven Cents by the first day of September then next ensuing with the lawful Interest for the same till paid – and the said Ebenezer there afterwards on the same day by his indorsement on the same Note with his hand subscribed for Value received appointed the Contents of said Note then being wholly due and unpaid to be paid to the said Judah or his order according to the tenor of said Note and indorsement thereon of all which the said Joshua there afterwards on the same day had notice, and so became liable to pay the same Contents to the Pltff. and being so liable then and there in consideration thereof assumed on him self and promised the plaintiff to pay him the same Contents according to the tenor of said Note on demand – Yet though often requested the said Joshua hath never paid the same but neglects it to the damage of the said Judah forty dollars

Willey v Leonard Nov. 1303 / 1797.

The plaintiff by George Bliss Esq. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Willey recover of the said Leonard the Sum of twenty seven dollars and eighty six Cents damages and Costs of Suit taxed at Six dollars and thirty one Cents and thereof &c. — After which the said Johna by Jonathan E Porter Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday in April next and recognizes with Sureties for his prosecuting the same appeal with effect — — —

On Motion of John Barrett Gent. it was ordered by the Court, that he have Liberty to take out a Note in the case of Morgan v. Allis. Judgment at the last term of this Court. filing a Copy. —

Murray v Boltwood Nov. (304.) 1797

John Murray of the City County and State of New York Merchant plaintiff v. Samuel Boltwood of Conway in the County of Hampshire Gentlem an defendant in a plea of trespass on the case for that the s Samuel at Northampton in said County on the ninth day of August in the Year of our Lord One thousand seven hundred and ninety seven by his Note of hand of that date for Value received promised the plaintiff to pay him or his order fifty seven dollars and nine Cents on demand with Interest Yet the said Samuel though often requested hath not paid the contents of said Note to the plaintiff or any part thereof but unjustly neglects it to the damage of the said John Murray Eighty dollars — The plaintiff by Caleb Strong Esq. his Attorney appears and the Def. altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said John recover of the said Samuel the sum of fifty seven dollars Ninety two cents damages and costs of Suit taxed at eight dollars fifteen Cents — After which the said Samuel by Simeon Strong Junr. Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Baker v Marshall &c. Nov. 308 1797

Isaac Baker of Amherst in the County of Hampshire Yeoman Pltff. v Isaac Marshall of Amherst aforesaid Yeoman and Hezekiah Howard of Leverett in said County Gent. Defendants in a plea of the Case for that the said Marshall and Howard at said Amherst on the tenth day of December in the year of our Lord seventeen hundred and ninety five by their Note for Value received promised said Baker to pay to him or his order fifty seven dollars and seventy six Cents by the twentieth day of May then next with the lawful interest for the same sum untill paid: and the said Baker says that the same Note was never ap[illegible] nil. Yet said Marshall and Howard though often requested have never paid the same but neglect to do it — to the damage of the said Isaac fifty dollars — The plaintiff by Simeon Strong Esq. his Attorney appears and the Defendants altho three times publickly called to come into Court make default of their appearance here — Whereupon it is con—

considered by the Court that the said Baker recover of the said Marshall and Howard the sum of forty one dollars seventy seven Cents damages and Costs of Suit taxed at five dollars and eighty eight cents and thereof &c. — After which the said Marshall and Howard come into Court by Jonathan E. Porter Esq. their Atty. and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognize with Sureties for his prosecuting the same appeal with effect. — — — —

Nash
vs
Donelson
Nov. 309. 1797.

Humbly shews Eber Nash of Greenfield in the County of Hampshire. that by the consideration of Jerom Ripley Esq one of the Justices of the peace for said County on the ninth day of October last past he recovered Judgment against John Donelson of Coldrain in said County Yeoman for the sum of six dollars and nine Cents damages and Cost of Suit three dollars and twenty Cents. from which Judgment the said John appealed to this Court and recognized according to Law but has failed to prosecute his said appeal — Your Complainant therefore prays for affirmation of the same Judgment with additional damages and Costs. Mr Richard E. Newcomb his Atty. —
Wherefore it is considered by the Court that the same Judgment be affirmed and that the said Eber recover of the said John six dollars and twelve Cents damages and Costs of Suit taxed at $ 5-93 and thereof &c — — — —

Exon issued Nov. 25th 1797.

Palmer
vs
Clapp
Nov. 310. 1797.

Gad Palmer of Westfield in the County of Hampshire Gent. and Ezra Clapp of the same Westfield Gent. parties in a rule of reference duly entered into and acknowledged according to Law. and now the referees mutually chosen by the parties viz Bohan King. Elisha Moseley and Roderick Wright sitting here in Court their Award as follows — That the said Gad recover of the said Ezra the sum of eighteen dollars and seventy five Cents. damages and Costs of reference four dollars and fifty Cents and costs of Court to be taxed by the Court — which award being read here in Court the same was accepted of by the Court — Whereupon it is considered by the Court that the said Gad recover of the said Ezra the sum of eighteen dollars and seventy five Cents damages and Costs of Suit taxed at $ 8.74 and thereof &c —

Exon issued Dec. 14. 1797.

At Jany term 1798 the Exon being lost an alias Exon was ordered to be issued by the Court —

Attest Rob. Breck Clerk —

alias Exon issued Jany. 16. 1798. —

Joseph Stebbins of Brimfield in the County of Hampshire Gentleman is now admitted to be an Attorney at Law and to practise accordingly. in this Court. and he took and subscribed the oath of Allegiance to the Commonwealth of Massachusetts and the oath of Allegiance to the United States and the oath of Office were administered to him in open Court. —

The foregoing Judgments Orders &c being made up and entered this Court adjourned without day. —

Attest Rob. Breck Clerk

Commonwealth of Massachusetts.

Hampshire ss

At the Court of Common pleas holden at Northampton within and for the County of Hampshire on the Monday next preceding the second Tuesday of January being the eighth day of said Month and from day to day to the eighteenth day of the same Month, in the Year of our Lord One thousand seven hundred & Ninety eight. —

Judges of the said Court Present.

John Hilliard Esq.
Samuel Mather Esq.
Abraham Burbank Esq
pro Can. spec. —

Jury of Trials.

Elijah Coleman, foreman
William Montague
Eliakim Wardwell —
Nath.a Clarke
Gad Smith —
Phineas Carey
Samuel Gibby
Royal Mirick
Barnabas Arnable
James Upham —
Ebenr. Stearns
Jonathan Cooley. —

Jesse Munson of Granville in the County of Hampshire Yeoman Plaintf. v. Jonathan Tillotson of the same Granville Yeoman defendant, in a Plea of trespass on the case &c. This Case was entered at January term 1794 and continued from term to term unto this term — and now at this term the plaintiff being three times publickly called to come into Court make default of his appearance and become Nonsuit the defendant also makes default of his appearance and this case is dismissed. —

Munson v. Tillotson Sept. 176 / 1794.

Robert Breck Esq and John Breck both of Northampton in the County of Hampshire Joint Traders pltffs. v. John Hillman of Southadley in the same County Yeoman alias trader defendt. in a plea of trespass on the case &c. This Case was entered at the ~~last~~ September Term of this Court and continued from term to term to this Term — and now at this term the pltffs are nonsuited — the defendant defaulted, and this Case is dismissed. — —

Breck & al. v. Hillman Sept. 173 / 1796

Jonathan Dwight and James Dwight of Springfield in the County of Hampshire Merchants Pltffs. v. John Hillman of Southadley in the same County Trader Deft. in a plea of trespass on the Case for that &c. This Case was entered in this Court at the term thereof in ~~May~~ Sept. 1795 and continued from term to term unto this present term, and now neither of the said Parties appear and this case is dismissed. —

Dwight & al. v. Hillman Sept. 195 / 1796

Lyman & al
v.
Spooner —
May 17 1797

Justin Lyman of Hartford in the County of Hartford and State of Connecticut and Elias Lyman of Hartford in the County of Windham and State of Vermont joint partners in trade plaintiffs v. Daniel Spooner of Heath in the County of Hampshire Trader defdt. in a plea of the case for that whereas the said Daniel at said Northampton on the day of the purchase of this Writ was justly indebted to the said Justin and Elias in the sum of twenty four dollars and sixty seven Cents for goods Wares and merchandize there before that time sold and delivered by the said Justin and Elias to the said Daniel at his request (according to the account annexed) and being so indebted he the said Daniel then and there in consideration thereof promised the plaintiffs to pay them the same sum on demand — Yet he has never paid the same though often requested but neglects it to the damage of the said Justin and Elias the sum of fifty dollars. — This Case was entered at the last May term of this Court and continued from term to term to this term — and now the plaintiffs by Jonathan Leavett their Attorney appear and the said Daniel Spooner comes into Court &c and defends the force and Injury &c and says he never promised the Pltffs in manner and form as the Pltffs have alledged against him and of this he puts himself on the Country —

pr. Richard E. Newcomb his Attyf. —

And the plaintiffs likewise pr. Jonathan Leavett their Attyf. —

Whereupon a Jury duly empanelled at this Court, being called and sworn to try the issue do on their oaths say that the defendant promised in manner and form as the plaintiffs have alledged and assess damages at twenty five dollars and fourteen Cents — Whereupon it is considered by the Court that the said Justin and Elias do recover of the said Daniel the sum of twenty five dollars and fourteen Cents damages and Costs of Suit taxed at thirty seven dollars and thirty five Cents and three &c — After all which the said Daniel by Richard E. Newcomb Gent. his Attyf. appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Lyman & al
v
Coleman —
May 24 1797

Augustus Lyman Yeoman, Andrew Bordwell Yeoman, Elihu Hoyt Yeoman, Elijah Williams Sadler and Thomas Wells Yeoman all of Deerfield in the County of Hampshire Plaintiffs v. William Coleman of Greenfield in the same County Gent. defendant, in a plea of Covenant broken whereon the said Augustus, Andrew, Elihu, Elijah and Thomas complain for this for that whereas the said William at said Deerfield on the first day of December last past made his certain deed in writing under his hand and Seal duly executed and delivered to them in Court to be produced, wherein it is witnessed that the said William (by the Name of William Coleman of Greenfield in the County of Hampshire and Commonwealth of Massachusetts) having contracted with Alexander Wolcot of Windsor in the County of Hartford and State of Connecticut for a certain quantity of Lands in the State of Virginia and in the Louisia forks in the river Sandy, did for and in consideration of the sum of Eleven thousand dollars payable by certain instalments agreable to the Bond of the said Augustus, Andrew Elihu, Elijah and Thomas of the same date with the same deed of the said William aforesaid, by the same deed convey and assign over to the Pltffs Augustus Andrew, Elihu, Elijah and Thomas (by the names of Augustus Lyman Andrew Bordwell, Elihu Hoyt, Elijah Williams and Thomas Wells.)

all of Deerfield in said County of Hampshire) all his the said Williams right and title to fifty thousand Acres of the aforesaid Land, and that he the said William did impower them the said Augustus, Andrew, Elihu, Elijah and Thomas to receive from the said Woolcott a deed conveying the same fifty thousand Acres as full and ample a manner as that in which the said Woolcott had agreed to convey the same to him the said William - and the said William in and by the same deed did covenant to and with the said plaintiffs that if it should so happen that by any means the said Woolcott should fail of performing his contract made with him the said William as aforesaid - then the said William and by the same deed made by him as aforesaid did covenant with the said plaintiffs to repay to them any money or monies which he the said William might or should have received of them by Virtue of the aforesaid Contract - and that if the said Woolcott, after request of the aforesaid Lyman, Bordwell, Hoyt, Williams and Wells - should refuse to convey to them such lands as before described (meaning the said fifty thousand Acres) and bargained for, he the said William did by the same deed covenant and agree that he the said William would convey the same to them the said Augustus, Andrew Elihu, Elijah and Thomas or their assigns within a reasonable time after such Refusal. - Now the said Augustus, Andrew, Elihu, Elijah and Thomas in fact say that the said Woolcott, at the time of making and executing the same deed of the said William, had contracted and agreed with the said William to convey the same Lands to the said William and his heirs in Fee - And that the said Woolcott hath to this time wholly neglected and failed to perform his said contract with said William - And that the said Augustus, Andrew, Elihu, Elijah and Thomas on the twenty eighth day of October last past had paid unto the said Williams and the said Williams by Virtue of the said contract had received of them monies to the amount of three thousand dollars - and that the said William though often thereto requested on the same twenty eighth day of October aforesaid and after since hath never repaid the monies so received as aforesaid or any part of the same - and the said plaintiffs further say that the said Woolcott after making the same deed to wit at said Deerfield on the twenty first day of August last past was requested by the plaintiffs to convey to them the Lands mentioned in the deed aforesaid to wit the said fifty thousand Acres and by them shewn a legal power from the said Colman for that purpose wholly refused and ever since hath refused to convey the same, of all which the said William then and there had Notice - and that after a reasonable time from the said time of the refusal of the said Woolcot to wit on the twenty eighth day of October aforesaid at Deerfield aforesaid the said Plaintiffs did request the said William that he would instantly convey to them the lands covenanted to be conveyed as aforesaid and although the said William was then and often since thereto requested, he hath never conveyed the same or any Lands to them or their assigns - and so the said William his Covenant aforesaid in form aforesaid made hath broken and not kept the same ——— to the damage of the plaintiffs twelve thousand dollars. ———

This Case was entered at the last May term of this Court and continued to this term from term to term - And now at this term the plaintiffs by their Atty. H. Wright Strong - and the said William by Richard E. Newcomb his Attorneys prays Oyer of the bond, which is read to him in the Words following to wit - "see the bond on file" - And the said Colman comes into Court when &c and reserving to himself liberty to make any other plea on the trial of the supreme Court says that the declaration of the said

of the said Lyman Bordwell, Hoyt, Williams and Wells, and the matters therein contained are totally insufficient in Law for them to have or maintain their said action against him and this he is ready to verify wherefore &c —

And the said Lyman, Williams Hoyt, Bordwell and Wells, consenting to the above reservation say, that the declaration aforesaid and the matters therein contained are good and sufficient in Law, and because the said Colman doth not deny the same nor in any Way answer thereto the sd plaintiffs pray Judgement that their damages and Costs may be adjudged to them — for Richard E. Newcomb this Atty
Wright Strong Atty. —

All which being seen and fully understood by the Court it appears to the Court that the declaration aforesaid and the matters contained therein are sufficient in Law — Whereupon it is considered by the Court that the said plaintiffs recover against the said William the sum of Eleven thousand dollars damages and Costs of Suit taxed at nine-teen dollars and thirty Cents — after all which the said William by Richard E. Newcomb his Atty. appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of april next and recognizes with Sureties for his prosecuting the same appeal with effect. — —

Chapin v. Johnson May. Cd. 1797

Calvin Chapin of Castleberry in the County of Caledonia and State of Vermont Husbandman Pltff v. Elisha Johnson of Orange in the County of Hampshire Yeoman Deft. in a plea of the case &c — this Case was entered at the last May term of this Court and continued from term to term unto this term — and now at this term neither of the parties appear and this Case is dismissed —

Colman v. Lyman &c. May (24) 1797

William Colman of Greenfield in the County of Hampshire Gent. plaintiff v. Augustus Lyman, Andrew Bordwell, Elihu Hoyt Yeoman, Elijah Williams Sadler and Thomas Wells Yeoman all of Deerfield in said County defendants — in a plea of Debt for that whereas the said Augustus, Andrew, Elihu, Elijah and Thomas at Deerfield aforesd on the first day of December in the year of our Lord one thousand seven hundred and ninety five by their writing obligatory commonly called a bond under their hands and Seals of that date and in Court to be produced bound and obliged themselves to the pltff in the sum of twenty thousand dollars to be paid to him his heirs Executors and Administrators — yet the said Augustus, Andrew, Elihu, Elijah and Thomas have not nor hath either of them ever paid the same to the Plaintiff though requested but neglect it to the damage of the said William twenty thousand dollars — This Case was entered at the last May term of this Court and continued from term to term to this term — and now the said Augustus, Andrew, Elihu, Elijah and Thomas, reserving to themselves Liberty to waive this plea and to plead anew at the Supreme Judicial Court, say that the declaration of the said William is insufficient in Law and that they are not bound by Law to answer thereto and this they are ready to verify — — — — W. Wright Strong Atty.

and said Colman consenting to said reservation says that the sd declaration is good and sufficient in Law &c — R. E. Newcomb his Atty. —

All which being seen and fully understood by the Court it appears to the Court that the plaintiffs declaration is sufficient — Whereupon it is considered by the Court that the said William recover of the said Augustus &c the sum of ~~Eight thousand~~ nine hundred & sixty two dollars eighty eight cents and Costs of Suit taxed at $ 18.32 — and the Pltff &c — — — —

after all which the said ~~Williams~~ Augustus Dickinson by his Attorney Wright Strong appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

James Blackamarr of Worthington in the County of Hampshire Yeoman Pltff vs Sylvanus Blackamarr of Worthington aforesaid Yeoman Deft. in a plea of the case &c — This Case was entered at the last May Term and continued from term to term to this term — and now at this term neither of the Parties appear and this case is dismissed. —

Blackamarr vs Blackamarr. May (246) 1797

James Goodale of New Salem in the County of Hampshire Pltff vs Aaron Childs of Brookfield in the County of Worcester Yeoman defendant in a plea of entry on disseizin wherein the said James demands against the said Aaron a certain tract of Land in said New Salem being a fourth division lot Number four excepting what is already sold off the west end of said Lot to one Joel Wheeler, reference being had to the proprietors book of record for the more particular description and bounds of said Lot, containing about forty acres be the same more or less — Also one other tract of Land in said New Salem containing about fourteen acres and one half acre and is the west end or part of two fourth division Lotts, to wit Number two and number five bounded as follows — to wit, Ten acres of said Land bounds North on Land of Benjamin Southwick, West on the Town Line, East on Land of William Giles — The other four acres and one half acre bounds North on Land of the said William Giles West on the Town Line, South on James Goodales Land, and East on said William Giles Land with the appurtenances, and whereon the said James says that at New Salem on the twenty third of March in the Year of our Lord One thousand seven hundred and ninety five, the said Aaron being seized in fee of the premises by his deed under his hand and seal of that date in Court to be produced, duly registered and acknowledged for the consideration therein expressed, he the said Aaron did give, grant bargain and sell to the said James the aforesaid demanded premises, to hold the same to him the said James, his Heirs and assigns forever, by virtue of which he the said James became instantly seized of the same Lands on Condition however and the said Deed to be void if the said Aaron should pay to the said James the Contents of two certain Notes of hand of even date with said Deed given by said Aaron to said James — one to secure the payment of Thirty seven pounds nineteen shillings and five pence (equal to One hundred and twenty six dollars and fifty seven Cents within two Years from the date of said Note) and the other of sd Note to secure payment of Thirty pounds equal to one hundred dollars — on or before the fifteenth day of November next following the date of said Note with the lawful interest on both of said Notes until paid. And the said James says the said Aaron has never paid the sums aforesaid, and the interest thereon secured as aforesaid and that the deed aforesaid is in full force and that the said James ought to have possession of the demanded premises but that the said Aaron hath unjustly and without Judgment entred thereunto and disseized the said James and unjustly deforceth him and holds him out therefrom to the damage of the said James three hundred dollars. —

Goodale vs Childs May (171) 1797.

This Case was entered at the last May term of this Court and continued from term to Term unto this Term — and now at this term the said Aaron Childs comes and defends &c and reserving to himself the Liberty to waive this plea and plead anew at the supreme Judicial Court, and agreeing that our trial on his part shall be final, says he never promised the plaintiff in manner and form as set forth in the Writ —

And the plaintiff says the plea aforesaid is bad and insufficient & he therefore prays Judgment for his damages and Costs — by P. Merrick — by Ed. Upham

And the said Child says his plea is good and prays Judgment for his Costs —

All which being seriously considered by the Court it appears to the Court that the plea of the said Aaron is an insufficient answer to the plaintiffs declaration — Whereupon it is considered by the Court that the said Goodale do recover of the said Child seizin and possession of the demanded premises unless the said Child pay to the said Goodale one hundred and ninety nine dollars and eighty six Cents damages and Costs of Suit taxed at twenty one dollars and twenty six Cents within two Months and thereupon —

After which the said Aaron by Pliny Merrick Esq. his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Eddy vs Eddy
May. 2nd. 1797.

James Eddy of Wilbraham in the County of Hampshire husbandman Pltff vs. Charles Eddy of Palmer in said County yeoman Defendant, in a plea that he render to him four hundred dollars which to him he owes and from him unjustly detains — and whereon the said James says that the said Charles on the tenth day of February in the year of our Lord one thousand seven hundred and ninety six at Palmer aforesaid, by his certain writing obligatory sealed with his Seal and in Court to be produced bearing date the day and year aforesaid acknowledged himself to be firmly bound to the said James in the said four hundred spanish milled dollars current money of the united States of America, to be paid to the said James when he should thereto be required and for making the true payment thereof bound himself his heirs Executors and Administrators by the said writing obligatory — Yet the said Charles the afterwards often thereto requested has never paid the aforesaid four hundred dollars but hitherto has and still does unjustly neglect and refuse so to do — to the damage of the said James as he saith the sum of five hundred dollars —

This Case was entered at the last May term and continued from thence to September term last past — At which term the parties appeared by their respective Attorneys and agree to refer this case and all demands and matters of controversy subsisting between them to the Judgment and determination of Moses Bliss, Thomas Dwight and William Ely Esqrs the award of them or any two of them, to be final to be returned into the Court Judgment to be made up and Execution issued accordingly — Which agreement of the said Parties is made the rule of this Court in this case & this case continued to the next term and from thence to the present term —

And now at this term the parties by their respective Attorneys appear & the said Referees send here into Court their Award as follows. — We the Referees aforenamed, having given previous notice to the parties met this day according to Notice and both parties appeared and having waived and settled between themselves all other demands besides the Action pending in Court and the bond declared they were fully heard respecting the Action and bond with their Witnesses &c — after a full hearing & mature consideration thereon had we award and determine that the said James Eddy the plaintiff have and recover of the said Charles Eddy three

hundred and one dollars, seven Cents damages and Costs of reference being fourteen dollars thirty seven Cents and Costs of Court to be taxed by the Court — Whereupon it is considered by the Court that the said James recover of the said Charles the Sum of Three hundred and one dollars seven Cents damages and Costs of Suit taxed at $ 32-84 and thereof &c

Ex.n issued Jan.y 24. 1798.

Bildad Fowler of Southwick in the County of Hampshire Gent.n appell.t vs John Root of Granby in the County of Hartford and State of Connecticut Attorney at Law App.ee This Case was entered at the last May Term of this Court and continued from term to term to this term and now at this term neither of the parties appear and this case is dismissed

Fowler vs Root May. 301/ 1797.

Ezra Loveland and Abel Loveland both of Granville in the County of Hampshire, Joint dealers in trade plaintiffs vs Samuel Kellogg Yeoman Moses Allen Yeoman Enoch Kellogg Yeoman and Charles Wetherby Yeoman all of Southwick in the County of Hampshire Joint dealers in trade Defend.ts in a plea of the Case &c this Case was entered at the last May term of this Court and continued from term to term to this term and now at this term neither of the parties appear and this Case is dismissed

Loveland & al. vs Kellogg & al. May 336/ 1797

Samuel Shaw of Palmer in the County of Hampshire House Carpenter Pltff vs Joshua Hamilton of the same Palmer husbandman Deft. in a plea of trespass for that the said Joshua at said Palmer on the thirteenth day of April instant with force and arms made an assault upon him the said Samuel and him the said Samuel the said Joshua did then and there beat, wound and evilly intreat and struck sundry blows upon the face of the said Samuel and thereby him the said Samuel down upon the floor so violently that he lay as one dead by reason whereof for a great while to wit for the space of four days then next following he the said Samuel was dangerously ill, and continued during that time in great danger of the loss of his Life and other outrages to him the said Samuel the said Joshua did then and there commit contrary to Law against the peace and to the damage of the said Samuel One thousand dollars — This Case was entered at the May term last and continued to September Term — at which term the parties appeared and agreed to refer this case to the Judgment and determination of Ebenezer Mattoon Junr. William Pynchon and Joseph Browning Esqrs the Award of them or any two of them to be found to be returned unto this Court. Judgment to be made upon Execution issue accordingly — After which this case was continued to November last — At which time the said parties appeared, and state to the Court the improbability of General Mattoon's attending the business, do agree that he be excused and that Capt. Joseph Field be one of the referees in his room under the rule aforesaid — and the Case continued this Term — And now at this Time the referees send here into Court their Award as follows viz.t having heard the parties their several pleas proofs and Allegations do award and determine that the Samuel Shaw do recover of the said Joshua Hamilton the sum of One hundred and Sixty six dollars & twenty two Cents in damages and Costs of this reference taxed at twenty four dollars and forty three Cents and Costs of Court to be taxed by the Court, which Award being read here in Court the same is accepted of by the Court.

Shaw vs Hamilton May/ 371/ 1797.

Whereupon it is considered by the Court that the said Samuel do recover of the said Joshua the sum of One hundred and sixty six dollars and twenty two Cents damages and Costs of Suit taxed at $30.95 & thereof &c —

Exd signed Jan 20. 1798.

Ring
vs
Stone
May (394) 1797.

Apollos Ring of Chesterfield in the County of Hampshire Gent. plaintiff vs Ethan Stone of Lenox in the County of Berkshire Attorney at Law defendant. in a plea of trespass on the case for that the said Ethan at said Chesterfield on the day of the purchase of this Writ was justly indebted to the plaintiff in the sum of forty dollars for divers goods Wares and Merchandizes there before that time sold and delivered at the speicial instance and request of the said Ethan, and being so indebted in consideration thereof the said Ethan assumed on himself and to the plaintiff then and there faithfully promised to pay him the same sum on demand. Also for that the sd Ethan at said Chesterfield on the day of the purchase of this Writ was justly indebted to the plaintiff in a further sum of forty dollars for the like sum of money there before that time had and received by the said Ethan and to the Pltff use and being so indebted the said Ethan in consideration thereof assumed on himself and to the pltff then and there faithfully promised to pay him the last mentioned Sum of forty dollars on demand. Yet the said Ethan though often requested hath never performed either of his promises aforesaid but unjustly neglects it to the damage of the said Apollos Seventy dollars. — This Case was entered at May term last past and continued from term to term to this term — and now at this time the parties by their respective Attorneys appear — And the said Ethan comes and defends the force and injury when &c and for plea says he never promised in manner and form as the Pltff against him has alledged & thereof puts himself on the Country pr. John Phelps his Attyy.
And the plaintiff likewise by Benjn. Parsons his Attr.
Whereupon a Jury duly returned and impannelled at this Court & sworn to try the Issue do on their Oaths find that the defendant promised in manner and form as the plaintiff has alledged and assess damages at thirty six dollars and sixty six Cents. — Whereupon it is considered by the Court that the said Apollos recover of the said Ethan the sum of thirty six dollars sixty six Cents damages and Costs of Suit taxed at twenty five dollars forty four Cents and thereof &c
After which the said Ethan by John Phelps Gent. his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Thatcher
vs
Price
May (484) 1797

Avery Thatcher of Thetford in the County of Orange and State of Vermont Physician Plaintiff vs Ezekiel Price Junr. of Hadley in the County of Hampshire Trader defendt. in a plea of the case &c This Case was entered at the last May term of this Court and continued unto this term — and now the plaintiff altho three times publickly called to come into Court and prosecute his said Action becomes Nonsuit — the defendant appears and prays his Cost — Wherefore it is considered by the Court that the said Ezekiel recover of the said Avery his Costs taxed at $7.7 and thereof &c

Exd signed Jan 20. 1798

Titus Goodman of Southadley yeom. Bezaleel Alvord Trader, and Asahel Judd. Trader late of Southadley aforesaid Appellants vs Aaron Ayers of Granby in said County Yeoman appeal from a Judgment of Elkina Montague one of the Justices of the Peace for said County — This Case was entered in this Court at the last May term and continued to this term and now at this term neither of the parties appear and this case is dismissed. —

Goodman & al vs Ayers — May (517) 1797

Solomit Drury of Deerfield in the County of Hampshire plaintiff vs Stephen Ashley of Leverett in said County defendant, in a plea of the Case &c This Case was entered at the last September term and continued to this term and now at this time neither of the parties appear and this Case is dismissed —

Drury vs Ashley Sept (16) 1797.

Russell Watkins late of Chester in the County of Hampshire Tanner plff vs Barna Stinson of the same Chester cooper otherwise called Barna Stinson defendant, in a plea of trespass on the case for that whereas the said Barna at said Chester on the eighteenth day of August in the year of our Lord one thousand seven hundred and ninety six by his promissory note of hand of that date for value rec'd promised the s'd Russell to pay him the Sum of seventy six Dollars Sixty six cents by the first day of April then next & now past — Yet the s'd Barna the often requested, has not performed his s'd promise, but wrongfully neglects & refuses to do it — This case was entered at Sept. term last past and continued to this term and now at this term the Plff by Eli P. Ashmun his Attorney appears and the Defend't altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Russell do recover of the said Barna the sum of Seventy one dollars and sixty Cents damages and Costs of Suit taxed at $ 15-98 and thereof &c —

Execution issued Jan'y 27. 1798.

Watkins vs Stinson Sep. (32) 1797.

Barna Stinson of Chester in the County of Hampshire cooper Plff. vs Russell Watkins lately of said Chester Tanner otherwise called Russell Watkins of the County of Herkimer in the state of New York Tanner defend't in a plea of trespass on the case for that the said Russell at said Chester on the eighteenth day of August in the year of our Lord seventeen hundred and ninety six by his promissory Note of hand of that date for Value received promised the s'd Barney to pay him One hundred and twenty six dollars and sixty Cents on the twentieth day of September then next and now past, to be paid in the following articles, viz one hundred pair Cooper legs, six pair of long boot legs and and eleven Goat Skins. and the said Barna in fact says he has always been ready to receive said Articles according to the true intent and meaning of the said promise, to wit at said Chester, Also for that the said Russell on the twenty eighth day of February last past by his other promissory note of Hand of that date for Value received promised the said Barna to pay him Thirteen dollars and eighty four Cents on demand with Interest — Yet the said Russell tho often requested has not performed his s'd promises or either of them, but hitherto hath and still doth unjustly neglect and refuse to do it — to the damage of the said Barna the Sum Three hundred dollars — This Case was entered at Sept. term last past and continued from term to term to this term — and now the

Stinson vs Barney May (33) 1797

plaintiff by Eli P. Ashman Gent. his Atty appear and the Deft. altho three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Barna recover of the said Russell the sum of One hundred fifty one dollars & thirty three Cents damages and Costs of Suit taxed at $ 10.70 & thereof &c

Exon issued Jan. 27. 1798.

Champion & al. vs Watkins Sept. 34/ 1797

Reuben Champion and Phineas Lovejoy of Suffield in the County of Hartford and State of Connecticut Gentlemen plaintiffs vs Russell Watkins lately of Chester in the County of Hampshire Tanner otherwise called Rufus Watkins of the County of Hartford and state of New York, Cooper, defendant in a plea of trespass on the Case for that whereas the said Russell at Blandford in the County of Hampshire aforesaid on the twenty fourth day of November in the year of our Lord seventeen hundred and ninety six was justly indebted to the said Reuben and Phineas in the sum of Nine pounds fourteen shillings (equal to thirty two dollars and thirty three Cents) for so much money there before that time by the said Russell to and for the use of the said Reuben & Phineas had and received, and being so therein indebted he the said Russell then and there in consideration thereof promised the Pltffs. to pay them the said sum on demand with Interest — Yet the said Russell altho often requested hath never performed his said promise but unjustly neglects and refuses to do it — to the damage of the Pltffs. fifty Dollars — This Case was entered at the last September term and continued to November Term and thence to this term — And now at this time the plaintiffs by Eli P. Ashman their Attorney appear and the Deft. altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Reuben and Phineas recover of the said Russell the sum of thirty four dollars and fifty four Cents damages and Costs of Suit taxed at $ 12.28 and thereof &c —

Exon issued Jan. 27. 1798.

Mitchell vs Chapman Sept. 37. 1797

Azariah Mitchell of Russell in the County of Hampshire Yeoman Pltff vs Levi Chapman of the same Russell Yeoman defendt. in a plea of trespass on the Case &c as by Writ on file. This case was entered at last September term and continued from thence to November, thence to this term and now neither of the Parties appear and this case is dismissed —

same vs Mitchell Sept. 38. 1797.

Azariah Mitchell of Russell in the County of Hampshire Yeoman pltff vs Zenas Mitchell of the same Russell Labourer, otherwise called Zenas Russell of a place called Whitestown in the state of New York Labourer defendt. in a plea of the case &c. This Case was entered at the last term in September and continued to this term — and now neither of the parties appear and this Case is dismissed —

Dwight & al. vs Hamblton & al. Sept. 56. 1797.

Jonathan Dwight and James Scott Dwight of Springfield in the County of Hampshire Joint Traders Plaintiffs vs Samuel Hamblton & al. Defendants this Case was entered at the last September term & continued to this term — and now the plaintiff is nonsuited the Deft. defaulted and this case dismissed —

Samuel Cooper of the City of New York and State of New York Merchant plaintiff v James Boies trader and David Robinson Trader both of Granville in the County of Hampshire and Joint dealers in trade — defendants, in a plea of the case for that whereas the said Boies and Robinson at New York to wit at Springfield aforesaid on the fifteenth day of October last past by their promissory Note under their hands of that date for value received by the Name and firm of Boies and Robinson promised the said Samuel to pay him or his order two hundred and seventy four dollars and twenty eight Cents lawful money in six months after the date of said Note with Interest meaning thereby lawful Interest of the State of New York equal to seven per Cent after three months from the date of said Note till paid — Also for that the said Boies and Robinson at New York to wit at Springfield aforesaid on the twenty third day of December last past, by their other promissory Note under their hands of that date for value received, by the Name of Boies & Robinson promised to pay the said Samuel or his order two hundred and twenty nine dollars and twenty one Cents on the first day of May then next, with Interest, meaning thereby lawful Interest of the State of New York equal to seven per Cent after three months from the date of said Note and the plaintiffs aver that the lawful Interest of the state of New York is seven per Cent per annum — And also for that the said Boies & Robinson at Springfield aforesaid on the first day of June instant were justly indebted to the plaintiff in the sum of five hundred and fifty dollars lawful money for so much money there before that time had & received to the plaintiffs Use and being so indebted the said Boies & Robinson then and there in consideration thereof undertook and faithfully promised the said Samuel to pay him the same whenever thereto requested — Yet the said Boies and Robinson tho often requested and the time specified as aforesaid for the payment of said Notes hath long since elapsed, have never nor hath either of them ever paid the plaintiffs the same or in any way performed either of their said Promises but unjustly neglect it to the damage of the said Samuel — Six hundred dollars — This Case was entered in this Court at the last September Term thereof and continued from time to time to this term — and now at this term the Plaintiff by J Dwight Jun his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Samuel recover of the said Boies and Robinson four hundred forty dollars & thirty three Cents damages and Costs of Suit taxed at $ 21.05 and thereof &c —

Exd. ejected Jan 18d. 1798.

Cooper v Boies & Robinson Sep. 163 / 1797

Thomas Orcutt of Gorham in the County of Hampshire Yeoman Plaintiff v James Miller late of the Same Gorham Yeoman Def. in a plea of the Case &c. This Case was entered at last September Term and continued from term to term to this term — And now at this time the plaintiff being nonsuit — the defend. makes default and this Case is dismissed —

Orcutt v Miller Sept. 168 / 1797.

Samuel Hinckley of Brookfield in the County of Worcester Gentleman Plaintiff v. Jonathan Nichols late of New Salem in the County of Hampshire Trader alias Gent. defendant in a plea of trespass on the Case for that the said Jonathan at Brookfield in said County of Worcester, to wit at Northampton aforesaid, on the day of the purchase of this Writ was justly indebted to the plaintiff in the sum of four pounds five shillings and ten pence half penny, equal to fifteen dollars ninety eight Cents &c

Hinckley v Nichols Sept. 189 / 1797.

two hundred and five pounds of Russia Iron &c, the plaintiff to the said Jonathan there before that time sold and delivered at his special instance & request And being so indebted in consideration thereof assumed on himself and to the Pltff faithfully promised to pay him the same Sum on demand — Yet the said Jonathan though often requested hath not paid said Sum or any part of the same to the plaintiff but neglects and refuses to do it — to the damage of the said Samuel Seventy dollars. And whereas the said Samuel saith that the said Jonathan has not in his own hands and possession goods or estate to the value of Thirty dollars aforesaid which can be come at to be attached, but has entrusted to, and deposited in the hands and possession of Thomas Powers of Greenwich in said County of Hampshire Gentleman, trustee of the said Jonathan, Goods effects and Credits to the said Value. We command you &c —

This Case was commenced at this Court at the last September term and continued from term to term unto this term — And now at this term Thomas Powers the agent and trustee aforesaid comes here into Court and being here sworn in Court, on examination says, that at the time of the service of the Writ he had in his hands Goods amounting by appraisal of said Nichols to £65 = 17 = 4 lawful money equal to two hundred and nineteen dollars and fifty six cents — for which Goods I was to pay said Nichols according to said appraisal in eight months from the date of said Note if I should sell the same Goods, otherwise I was to return the same Goods to said Nichols on demand after eight months — I also had at the time Lumber in my hands belonging to said Nichols amounting to £49.6 — equal to One hundred and sixty four dollars and Ninety three Cents according to appraisal of said Nichols under a similar agreement to the above I also had in my hands an order drawn by said Nichols on Mess.rs Penniman and Bowman of New Braintree for £8 - 8 - 10. one Note against Francis Knight for £7. 15. 6 — and earthern Ware to the Value of fifty Eight Cents — one razor and Case, one hat. one Waistcoat and no more —

The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Samuel recover of the said Jonathan the sum of fifteen dollars and ninety eight Cents damages and Costs of Suit taxed at $18 = 59 and thereof &c —

Exd. & sued Jan.y 25. 1798.

Samuel ~~Clark~~ Church and Lemuel Clarke both of Sunderland in the County of Hampshire Joint Traders plaintiffs v.s Edward Ruggles Junr. of Montague in the County aforesaid Gent. alias Gent. defendant — in a plea of the case for that the said Edward at said Montague on the 21st of November last past by his Note of hand of that date for value rec.d promised the plffs to pay them nineteen pounds nine shillings and nine pence which the plffs say is equal to Sixty four dollars and ninety five Cents in ninety days from the date of said Note with Interest till paid & yet the said Edward though often requested has not paid the Contents of said Note to the Pltff but neglects and refuses to do it to the damage of the said Church and Clarke one hundred dollars. This Case was entered at the last September term and continued to this term — & now the said Ruggles comes and defends the force and Injury when &c and for plea says he never promised in manner and form as the plaintiffs have alledged & thereof puts himself on the Country — by John Taylor Atty and the pltff reserving Liberty to plead anew at the supreme Court says the plea aforesaid is an insufficient answer — by S. Hinckley, and the Dft consenting to said reservation says his plea is sufficient — All which being seen and fully understood by the Court it appears to the Court that the plea of the said Ruggles is insufficient — Whereupon it is considered by the Court that the said Samuel and Lemuel do recover of the said Edward $69.50 damages and Costs of Suit taxed at $18.13 & thereof &c — Whereupon the said Edward by his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next & recognizes with Surities for his prosecuting the same appeal with effect —

Church & al. v. Ruggles — Sept. 1795. 1. 97.

Armory
vs
Hodges —
Sept. 105/ 1797.

David Armory of Greenwich in the County of Hampshire Yeoman Pltff. v. Eliphalet Hodges of South Brimfield in said County Yeoman Defd. in a plea of the case for that the said Hodges at said Greenwich on the thirteenth day of February in the year of our Lord one thousand seven hundred and ninety four, by his note under his hand by him subscribed of that date for value received promised the plaintiff to pay him fifteen pounds lawful money equal to fifty dollars by meaning on or before the tenth day of June then next, or to convey fifty thousand of shingles from the dwelling house of Eq. Medaff in Orange to Abner Morgan Eq. and Sylvanus Thompson in Brimfield, by meaning on or before the first day of June then next — yet the said Hodges though often requested by the plaintiff thereto hath never paid him said sum of Money or conveyed for him said Shingles as aforesaid, but neglected it to the damage of the said David Armory Eighty dollars ——

This case was entered at the last September Term, and continued from term to term to this term — And now the plaintiff by Abner Morgan Eq. his Attg. appears and the Defd. altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said David recover of the said Eliphalet the Sum of Sixty one dollars seventy five Cents damages and Costs of Suit taxed at twelve dollars and eighty six Cents. After which the said Eliphalet by Stephen Pyncheon Gent. his Attorney comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for said County on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. —

Williams & al
vs
Gilbert & al.
Sept. 120. 1797

John Williams of Deerfield Eq. and John Taylor of Northampton Gent. Plaintiffs v. Eliel Gilbert Gent. Jonathan Leavett Gent. and Caleb Clark Gent. all of Greenfield in said County defendts. in a plea that you render to the said Williams & Taylor the Sum of four thousand dollars which to them you owe and from them unjustly detain. for that whereas the said Eliel, Jonathan & Caleb at said Greenfield on the ninth day of March in the year of our Lord seventeen hundred and ninety six by their writing obligatory under their hands and Seals of that date ready in Court to be produced acknowledged themselves indebted to said Taylor & Williams in the sum of four thousand dollars to be paid to said Taylor and Williams on demand — Yet said Eliel Jonathan & Caleb the often requested have never either of them paid the same sum, or any part of the same but hitherto have and still do refuse so to do —— to the damage of said Taylor and Williams three thousand dollars.

This Case was entered at the last September term of this Court and continued from term to term to this term and now at this term the plaintiffs appear here in Court and the Defendants altho three times publickly called to come into Court make default of their appearance — Wherefore it is considered by the Court that the said Williams and Taylor, recover of the said Gilbert, Leavett and Clark the sum of two thousand four hundred and forty dollars and ninety two Cents damages and Costs of Suit taxed at fifteen dollars and four Cents —

After which the said Eliel Gilbert, Jonathan Leavett and Caleb Clark come here into Court and appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next, and recognize with Sureties for their prosecuting the same appeal with effect. —

Dickinson
vs
Cooley & al.
Sept. 144 1797.

Charles Dickinson of Whately in the County of Hampshire Saddler, plaintiff vs Azariah Cooley and Rufus Carver both of Deerfield in said County Yeomen Defendants in a plea of the case for that the said Azariah and Rufus at Whately aforesaid on the first day of June last past, by their Note under their hands of that date for Value received promised the said Charles to pay him or his order Thirty dollars and twenty five Cents by the first day of July then next ensuing with lawful Interest for the same till paid, Yet the said Azariah and Rufus the often thereto requested have never paid the same but neglect it — to the damage of the said Charles the Sum of Forty dollars —

This Case was entered at the last September term of this Court and continued to November term from thence to this present term — And now the plaintiff by Jonathan E Porter Esq. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Charles recover of the said Azariah and Rufus twelve dollars and ninety three Cents damages and Costs of Suit taxed at $15 a79 and thereof &c —

Exd issued Jan. 24. 1797.

Codwise & al.
vs
Fowler
Sept. 144 1797.

George Codwise Junr. Peter Ludlow, and James Codwise, all of the City County and State of New York Merchants and Joint dealers in trade under the firm of Codwise Ludlow & Company, plaintiffs vs Daniel Fowler of Bethlehem in the County of Berkshire Gentleman, defendt. in a plea of trespass on the case for that the said Daniel at New York to wit at Northampton aforesaid on the day of the purchase of this Writ being justly indebted to the plaintiffs in the Sum of Six hundred dollars for divers goods Wares and Merchandizes then before that time sold and delivered at the special instance and request of the said Daniel — and being so indebted then and there in consideration thereof afforded on himself and to the Pltffs faithfully promised to pay them the same sum on demand, Yet the said Daniel altho often requested hath never paid the same but neglects & refuses so to do — to the damage of the said George Peter and James eight hundred dollars — This Case was entered at September term last of this Court and continued to November Term at which term the plaintiffs by their Attorney appeared and the Defendant altho three times publickly called to come into Court made default of his appearance after which the case was continued to this term for Judgment — Whereupon it is now considered by the Court that the said George Peter and James recover of the said Daniel the Sum of Six hundred and twenty one dollars thirty seven Cents damages and Costs of Suit taxed at $18. 38 and thereof &c

Exon.

Hiscock
vs
Bush
Sept. 145 1797.

William Hiscock of Westfield in the County of Hampshire Yeoman Pltff vs Jared Bush of the same Westfield Yeoman defendant, in a plea of trespass on the case &c — This Case was entered at the last September Term and continued from term to term unto this term, and now at this term neither of the parties appear and this case is dismissed —

Haddock & al
vs
Goodman & al
Sept 146 1797

Henry Haddock and Henry Haddock Junr. both of the City County and State of New York Merchants, plaintiffs vs Titus Goodman and Simeon Goodman both of Southadley in the County of Hampshire Merchants and Lately joint dealers in trade Defendants in a plea of trespass on the case for that the said Titus and Simeon at said New York to wit at Northampton aforesaid on the day of the purchase of this Writ being justly indebted to the Pltffs. in the sum of two hundred dollars for divers goods Wares and merchandize

there before that time sold and delivered at the special instance and request of the said Simeon and Titus - and being so indebted in consideration thereof afterwards on themselves and to the plaintiffs then and there faithfully promised to pay them the same sum on demand. Yet the Simeon and Titus altho often requested have never either of them paid said sum but unjustly neglect it to the damage of the said Henry and Henry Junr three hundred dollars - This Case was entered at September term last past and continued to now in for term at which term the pltff by Joseph Lyman Esq. their Attorney appeared and the Defend^ts altho three times publickly called to come into Court make default of their appearance after which this Case was continued to this term for Judgment - Whereupon it is now considered by the Court that the said Henry and Henry Junr do recover of the said Titus and Simeon - £ damages and Costs of Suit taxed at £ and thereof &c.

Pomeroy vs Grosvenor Septr 149 / 1797

Arahel Pomeroy of Northampton in the County of Hampshire Gentleman Plaintiff vs Caleb Grosvenor of Windsor in the County of Berkshire Yeoman Defend^t in a plea of covenant broken for that he wt that the said Caleb at said Northampton on the eighteenth day of April in the Year of our Lord one thousand seven hundred & ninety four by his certain writing sealed with the seal of the said Caleb in Court bearing date the same day and Year aforesaid, did acknowledge that he had received of the plaintiff a deep red Heifer with some white in her face and did engage and promise the said Arahel to return the same heifer together with the first calf that should proceed from the same heifer within three years from the time that the said Heifer should calve - (meaning the first time of the Heifer calving) in good order or pay all damages that should arise in case of failure (meaning in case of his the said Calebs not delivering the Creatures as aforesaid). And the plaintiff avers that the said Heifer was with Calf on the day of the date of the writing aforesaid, and delivery of the same Heifer to the said Caleb and that the said Heifer did calve on the first day of August in the Year of our Lord one thousand seven hundred and ninety four - And the plaintiff further avers - that the same Heifer and the same Calf on the first day of August in the Year of our Lord one thousand seven hundred and ninety seven were well worth the sum of Fifty dollars - Yet the d^d Caleb tho often requested hath not delivered the same Heifer and Calf to the Plaintiff nor in any way contented the plaintiff therefor and the said Caleb hath not performed but broken the Covenant aforesaid and hath wholly refused and still doth refuse to perform it to the damage of the Arahel Seventy Dollars — —
This Case was entered at the last September Term of this Court & continued from term to term to this term - and now this time the plaintiff by Jos. Lyman Esq. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Arahel recover of the said Caleb Thirty six dollars Eighty two Cents damages and Costs of Suit taxed at £ 9 4 4 and thereof &c.

Exon issued Jany 17. 1798.

Atwater vs Gillet Sep^t 153. 1797

John Atwater of Westfield in the County of Hampshire ~~pltff~~ Merchant plaintiff vs Aaron Gillet late of Westfield aforesaid Trader defendant in a plea of the Case for that the said Aaron at said Westfield on the first day of October in the Year of our Lord One thousand seven hundred and ninety six being justly indebted to the pltff in the Sum of two thousand five hundred dollars for divers goods Wares and Merchandizes there before that time sold and delivered at the special instance and request of the said Aaron and being so indebted in consideration in consideration thereof assumed on himself & to the pltff then and there faithfully promised to pay him the same Sum on demand

(there follows a Quantum Valebat, and a Quantum meruit for the same Sum also a Count for Money had & recd and one for monies laid out and expended) Yet the said Aaron altho often requested hath neglected hath never paid either of said Sums or performed either of his promises aforesaid but neglects it to the damage of the said John two thousand five hundred dollars.
This Case was entered at the last September term of this Court and continued from Term to Term to this term - and now the plaintiff by his Attorney appears and the Deft altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said John recover of the said Aaron the Sum of $ damages and Costs of Suit taxed at $ and thereof &c.

Douglass vs Perkins & al. Sept. 160. 1797

John Spencer Douglass of Westfield in the County of Hampshire Innholder Plaintiff vs Jonathan Perkins of Cummington in said County Trader Deft and Luther Bisbee of the same County Yeoman defendt in a plea of trespass on the case for that the said Jonathan and Luther at Windsor in the County of Berkshire viz at said Northampton on the eleventh day of May in the year of our Lord One thousand seven hundred and ninety five, by their joint Note under their hands of that date for Value received promised the plaintiff to pay him the Sum of twenty five pounds lawful money equal in Value to eighty three dollars and thirty three Cents worth of merchantable young Horses, within eighteen months from the date of said Note Horses to be delivered at the dwelling house of Luther Bisbee in Cummington aforesd. And the plaintiff even he has ever been ready to receive said Horses agreable to the tenor of said Note - Yet the said Luther and Jonathan tho often requested have never paid the Contents of said Note but neglected to the damage of the said John Spencer One hundred and twenty dollars -
This Case was entered at the last September term of this Court & continued to November Term - at which time the pltff by his Attyappeared and the Deft altho three times publickly called to come into Court made default of his appearance, After which this Case was continued to this term for Judgment, and now it is considered by the Court that the said John Spencer recover of the said Jonathan and Luther the Sum of Ninety two dollars forty seven Cents damages and Costs of Suit taxed at $ 13.92 and thereof &c —

Execn issued Jan. 20. 1798. —

Noonan vs Penney Sept. 166. 1797.

Ashley vs Morgan Sept. 170. 1797

Noah Ashley of Westfield in the County of Hampshire Yeoman Pltff vs Abner Morgan of West Springfield in said County Yeoman Deft in a plea of trespass on the Case for that the said Abner at said Westfield on the second day of March last past by his Note in writing under his Hand of that date for Value received promised the plaintiff to pay him or order One hundred and forty one dollars and sixty seven Cents with Interest till paid, the Contents of said Note to be paid by the first day of May then next, Yet the said Abner tho often thereto requested hath never performed his said promise but unjustly refuses so to do to his damage one hundred Dollars -
This Case was entered at last September term and continued to this term and now the pltff by his Attyappears and the Deft altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Noah recover of the said Abner $ 55.94 damages and Costs of Suit taxed at $ 12.72 and thereof &c

Execn issued Jan. 20. 1798 —

Gaius Bart of Northampton in the County of Hampshire Husbandman plaintiff v. Samuel Hamilton of Chesterfield in the same County Husbandman defendant — This case was entered in this Court at the last September term and continued from term to term to this term — and now neither of the parties appear and this case is dismissed

Bart v. Hamilton Sept. 1795 1797 —

Oliver Wright of West hampton in the County of Hampshire Yeoman Plaintiff v. Elisha Mather of Northampton in said County Yeoman Deft. in a plea that he the said Elisha render to him the said Oliver One thousand dollars which he owes him and unjustly detains for this to wit, that the said Elisha at said Northampton on the eleventh day of April in the Year of our Lord one thousand seven hundred and ninety seven by his certain writing obligatory sealed with the seal of the s.d Elisha in Court to be produced. the date whereof is the same and day acknowledged himself to be holden and stand firmly bound and obliged to the said Oliver in the said sum of One thousand dollars to be paid to the said Oliver when he the s.d Elisha should be thereto afterwards required — Yet the said Elisha though often requested hath not paid said sum to the plaintiff or any part thereof but unjustly neglects and refuses to do it to the damage of the said Oliver One thousand dollars. This Case was entered at last September term of this Court and continued from term to term to this term — and now the parties by their respective Attorneys appear — And the s.d Elisha comes and defends the force and Injury when &c. & reserving Liberty to make a new plea at the trial by appeal says he never promised in manner and form as the plff hath alledged and thereof prays Judgment —

pro S. Strong Atty.

and said Oliver agreeing to said reservation says the plea aforesaid by him the said Elisha in manner and form above pleaded, and the matters therein contained are an insufficient answer to the declaration of the said Oliver and that he is not bound by law to answer thereto, and for want of a sufficient plea in this behalf the said Oliver prays Judgment and that his debt aforesd. and his Costs may be adjudged to him —

pro Strong Sum.

And the said Elisha says his plea aforesaid is sufficient and thereof prays Judgment — All which being seen and fully understood by the Court, it appears to the Court that the plea of the said Elisha in manner and form as above pleaded and the matters therein contained are an insufficient answer to the declaration of the said Oliver Whereupon it is considered by the Court that the said Oliver recover of the said Elisha One thousand dollars debt and Costs of Suit taxed at thirteen dollars sixty for Costs and thereof &c — — — — —

After which the said Elisha by Simeon Strong Esq. his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next and recognizes with sureties to prosecute the same appeal with effect. — —

Wright v. Mather Sept. 1795 1797.

Edward Bigelow of the City of Hartford in the County of Hartford and State of Connecticut Yeoman plff. v. Nathaniel Perley of Hollowell in the County of Lincoln Attorney at Law Defendant, in a plea of trespass on the case for that whereas the said Nathaniel at Northampton aforesaid on the twelfth day of November in the year of our Lord one thousand seven hundred and ninety four was possessed of a certain due bill or memorandum in writing signed by one Alden Sprague, dated the twenty fifth day of December in the year of our Lord one thousand seven hundred and ninety two, in which said due bill it was expressed that there was due to the said Nathaniel Perley twenty pounds ten shillings and ten pence (equal in Value to sixty eight dollars and forty eight Cents, payable on demand, and being so possessed of the due bill aforesaid the said Nathaniel on the same twelfth day of November aforesaid at said Northampton offered to pass the said due bill to the said Bigelow for and as so much good & lawful money as was expressed upon the face of s.d due bill

Bigelow v. Perley Sept. 1795 1797.

and whereupon afterwards to wit on the day and Year aforesaid at Northampton aforesaid in consideration that the said Bigelow at the special instance & request of the said Nathaniel, would receive of him the said Nathaniel the due bill aforesaid for and as so much good and lawful money as was expressed upon the face of the said due bill he the said Nathaniel undertook and then and there faithfully promised the said Bigelow, that the said due bill was given by the said Sprague to him the said Nathaniel for a good and valuable Consideration and that the same was then due and binding in Law upon the said Sprague and that it was recoverable of him, and did then and there further promise the s Bigelow that if the said Sprague should refuse to pay the Contents of s due bill to said Bigelow when thereto afterwards requested, by the said Bigelow he the said Nathaniel would well and truly pay to the said Bigelow the Contents thereof with the lawful Interest thereof when ever he should be thereto afterwards requested by the said Bigelow — and the said Bigelow in fact saith that he confiding in the promises and undertakings of the said Nathaniel, so by him made as aforesaid, afterwards to wit on the same twelfth day of November aforesaid at Northampton aforesaid at the special instance and request of the s Nathaniel did receive of him the said Nathaniel the due bill aforesaid for and as so much good and lawful money as was expressed in the face thereof — and afterwards to wit on the thirty first day of April in the year of our Lord one thousand seven hundred and ninety five at Northampton aforesaid did request the said Sprague to pay the Contents of said due bill, to him the said Bigelow, but the said Sprague then and there utterly refused to pay any part thereof to him the said Bigelow — and the said Bigelow avers that the said Nathaniel not regarding his said Promises and undertakings so by him made as aforesaid, but contriving and fraudulently intending to injure the said Bigelow in this behalf did not regard his said promise and undertakings so by him made as aforesaid but craftily and subtilly deceived the said Bigelow in this, that the said due bill was not given by the said Sprague to the said Nathaniel for a good and valuable consideration, and that the same was not then due and binding in Law upon the said Sprague or recoverable of him but was then and there wholly void, not in force or of any validity — whereby the same due bill then and there became of no use or value to the s Bigelow of all which the said Nathaniel at Northampton aforesaid on the same thirty first day of April aforesaid had due Notice — Also for that the said Nathaniel at Northampton aforesaid on the same twelfth day of November aforesaid being justly indebted to the said Bigelow in another sum of Sixty eight dollars and forty nine Cents for the like sum of Money by the s Nathaniel for the said Bigelow and to his use there before that time had received in consideration thereof assumed on himself and to the said Bigelow then & there faithfully promised to pay him the same sum and the Interest thereof when he should be thereto afterwards requested — Also for that the said Nathaniel at Northampton aforesaid on the same day & year last aforesaid being justly indebted to the said Bigelow in another sum of Sixty eight dollars and forty seven Cents for the like sum of money there before that time, at the special instance and request of the said Nathaniel by said Bigelow for the said Nathaniel paid laid out and expended yet the said Nathaniel not regarding either of his promises aforesaid although often requested has never fullfilled either of them but neglects it. This Case was entered at the last September term and continued from term to term to this term — And now the parties by their respective Attorneys appear — And the said Nathaniel Perley comes and defends the and says he never promised the plaintiff in manner and form as the plaintiff has alledged and thereof puts himself on the Country. pr Strong Pers —

And the said Bigelow reserving Liberty to plead anew upon the trial of the appeal says the said Perley's plea is insufficient plea and that he is not bound to answer the same — and the said Nathaniel saith that his plea aforesaid is sufficient & thereof prays Judgment — J. Taylor his Att'y — all which being seen and fully understood by the Court it appears to the Court that the plea of the of the said Nathaniel by him above pleaded is a sufficient answer to the Pltf's declaration. and that the said Edward by his plea aforesaid ought to receive nothing — Whereupon it is considered by the Court that the said Edward by his plea aforesaid do receive nothing but that for his groundless claim be be in mercy — It is further considered by the Court that the said Nathaniel recover of the said Edward his Costs taxed at Sixteen dollars and thirty six Cents and thereof &c —
Whereupon the said Edward by John Taylor Gent. his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Jonathan Willson of Coldrain in the County of Hampshire Gent. Plaintiff vs Mary Dalrymple late of Halifax in the County of Windham and State of Vermont Defendant in a plea of the Case &c this Case was entered at the last September term of this Court and continued unto this term — and now at this term neither of the parties appear and this Case is dismissed — —

Willson vs Dalrymple Sept. 19, 1797.

Daniel Fobes of Greenfield in the County of Hampshire Trader Plaintiff vs Clark Chandler of Colrain in said County Trader Deft. in a plea of trespass on the case for that whereas the said Daniel at Greenfield aforesaid on the day of the purchase of this Writ was possessed of a certain Steer of the value of thirty dollars as of his own proper Goods and Chattels, and being so possessed thereof the sd Daniel there afterwards the same day casually lost said Steer out of his hands & possession which said Steer there afterwards on the same day came to the hands and possession of the said Chandler by finding — Yet the said Chandler well knowing the said Steer to be the proper goods and Chattels of the said Daniel & of right to belong to him hath never delivered said Steer to said Daniel the often requested but then and there afterwards on the same day converted and disposed of the said Steer to his own Use to the damage of the said Daniel Sixty Dollars. — This Case was entered at the last September term of this Court and continued from term to term to this Term — and now the parties by their respective Attorneys appear — and the said Chandler comes into Court & &c and for plea says that he is not guilty in manner and form as the Pltf has alledged against him and of this he puts himself on the Country (by Stevens) and the ~~Likewise~~ plaintiff likewise by Jon. Lovell Att'y. — —
Whereupon a Jury duly returned and impanelled at this Court and being sworn to try the issue do on their oaths find the Defendant is not guilty in manner and form as the Pltf has alledged — Whereupon it is considered by the Court that the said Daniel do recover nothing and it is further considered by the Court that the said Clark recover of the said Daniel his Costs taxed at twenty three dollars forty six Cents — Whereupon the said Daniel by his said Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect

Fobes vs Chandler Sept. 20, 1797.

Hanaum
vs
Vickox
Sept. 209. 1797.

Archel Hanaum of Northampton in the County of Hampshire Appellant and Benjamin Vickox of Conway in said County Appellee. This case was entered in this Court at the last September term and continued from terms to Term unto this Term and now neither of the parties appear and this case is dismissed

Hurlburt
vs
Orcutt
Sept. 236. 1797

James Hurlburt of Rome in the County of Herkimer and State of New York Plaintiff vs. Thomas Orcutt of Goshen in the County of Hampshire Yeoman defendt. in a plea of the Case: This Case was entered at the last September Term of this Court and continued to this term — and now neither of the parties appear and this case is dismissed

Dunbar
vs
Streeter
April 238. 1797

Azel Dunbar of Belchertown in the County of Hampshire Yeoman pltff vs. Enoch Streeter of Cummington in said County Yeoman alias Physician alias Gent. defendant in a plea of the Case for that the said Enoch at Cummington aforesaid on the ninth day of August in the year of our Lord one thousand seven hundred and ninety six by his Note under his Hand of that date for Value received promised the plaintiff to pay him or order twenty two dollars in one year from the date of said Note with Interest — Yet the said Enoch tho' often requested the same Sum and Interest has not paid but neglects it altho' the time of payment has elapsed — to the damage of the said Dunbar forty dollars. —
This Case was entered at the last September term of this Court and continued untill this term — And now the plaintiff by his Atty. E. Paine Gent. appears — and the defendant altho' three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Azel recover of the said Enoch the Sum of twenty three dollars eighty nine Cents damages and Costs of Suit taxed at $ 12.71 and thereof &c

Exd. issued Jany 20th 1798.

Phelps Appt.
vs
Washburne & al.
Sept. 249. 1797.

Andrew Phelps of Waltham in the County of Hampshire Labourer appellant vs. Azael Washburne in sd County and Jemison Hall late of said Ware but now resident at New Braintree in the County of Worcester Traders appellees — from the Judgment of Henry Dwight Esq. one of the Justices of the peace for the County of Hampshire, in an action or plea of the Case wherein the said Washburne and Hall were original Plaintiffs and the said Andrew Phelps defendant, for that the said Andrew at said Ware on the eighth day of September in the Year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value Recd promised the said Azael and Jemison, by the Name of Washburne and Hall to pay them or their order eight dollars and fifty four Cents and five mills on demand with Interest till paid — Yet said Andrew tho thereto often requested, hath never paid the same but neglects and refuses so to do to the damage of the said Washburne and Hall the sum of thirteen dollars. — And the said Phelps comes and defends the force and Injury when &c and saith the said Washburne and Hall ought not to have or maintain their Action aforesaid, against him the said Phelps because he saith, that the said Phelps after making the promise aforesaid in manner and form as aforesaid to the said Washburne and Hall, as they in their declaration have th.. of declared against him the said Phelps and before the day of making out the original Writ of the said Washburne and Hall (to wit) on the eighth —
day —

day of November in the Year of our Lord One thousand seven hundred and ninety six at Ware in the County of Hampshire at the special instance and request of the said Washburne & Hall and by their own agreement then & there made with said Phelps, promised the said Washburne and Hall, to deliver or cause to be delivered to them on the ninth day of November at Ware aforesd. Three thousand of Shingles in full satisfaction and discharge of the said Sum of Money mentioned in the said Note: they the said Washburne and Hall then and there in consideration thereof promised the said Andrew to acquit him from the payment of said Sum mentioned in said described in the declaration of the said Washburne and Hall: and the said Phelps saith that on the said ninth day of November at Ware aforesaid by one John Fletcher then in the Service and employ of the said Andrew he delivered to the sd Washburne and Hall the said three thousand of Shingles in full satisfaction & discharge of the said Sum mentioned in the said Note, which said three thousand of Shingles the said Washburne and Hall then and there accepted of the said Andrew, by the hands of the said John Fletcher, then in the service & employ of the said Andrew, and by means thereof wholly released and discharged the the said Andrew from the payment of the said Sum mentioned in sd Note And this the said Andrew is ready to verify — Wherefore the said Andrew prays Judgment, if the said Washburne and Hall ought to have or maintain their action aforesaid against him the sd Andrew.

Sylvester Atty. Jona Grout. —

And the said Washburne and Hall say, that they ought not by any thing by the said Andrew Phelps, above in pleading alledged to be barred or precluded from having or maintaining their said Action, in this behalf against him. because they say that they the said Washburne and Hall, did not after the making the Note or promise in the declaration mentioned, make any such request, agreement or promise to and with the said Phelps for him to deliver or them to receive three thousand shingles, of him the said Phelps, in full satisfaction and discharge of said Sum of Money mentioned in said Note, nither did said Andrew Phelps, deliver or cause to be delivered three thousand of Shingles to them said Washburne and Hall, nor did they the said Washburne and Hall ever receive said three thousand of Shingles from said Andrew in payment of said ~~Note~~ Sum mentioned in said Note set forth in their declaration or on that account acquit and discharge him therefrom in manner and form as the said Andrew, hath in pleading above alledged and this they pray may be enquired of by said Partie.

By James Fisk their Attorney. —

And the said Andrew saith that the plea aforesaid by the said Washburne and Hall in manner and form aforesaid above in their replication pleaded and the matters therein contained are not sufficient in Law for the said Washburne and Hall to have & maintain their Action aforesaid thereupon against him, the said Andrew, to which Replication the said Andrew hath no Necessity nor is he bound by the Law of the Land, in any manner to answer and this he is ready to verify. Wherefore for want of a sufficient replication in this behalf the said Andrew as before prays Judgment and that the said Washburne and Hall may be precluded from having their Action thereupon against him the said Andrew — and for Causes of demurrer in Law to the said Replication said Andrew shews to the Court here the following to wit. Because the said Washburne and Hall, in their said replication say, that they did not make any such request, agreement or promise to & with him said Phelps for him to deliver or them to receive three thousand

Shingles

Shingles of the said Phelps, that the said Andrew did not deliver or cause to be delivered three thousand of Shingles to them said Washburne and Hall — that they the said Washburne and Hall never received said three thousand of Shingles from the said Andrew, and that they never acquitted and discharged him — And Also, because the replication aforesaid, is multifarious, informal, insufficient and void Substance — — — — By his Att'y. Jon'a Grout —

And the said Washburne and Hall say, that the replication or plea, by them the said Washburne and Hall in manner and form aforesaid, above in replying plead and the matters therein contained are good and sufficient in Law, to maintain the said Action of the said Washburn and Hall, against him the said Phelps because the said Andrew does not answer the said replication, nor has in any wise or manner denied the same. The said Washburne and Hall therefore pray Judgment for their said Costs to be adjudged to them. p'd James Fisk Att'y. —

This Case was entered at the last September term of this Court and continued from term to term to this Term — and now at this term the parties by their respective Attorneys appear — And this Court having seen and fully understood the plea aforesaid — it appears to this Court that the replication of the said Washburn and Hall to the plea of the said Andrew by him as above plead and the matters therein contained are insufficient in Law — and it is thereupon considered by the Court that the said Washburne and Hall by their plea aforesaid do receive nothing but for their groundless claim thereof in mercy — And it is further considered by the Court that the said Andrew recover of the said Appellees his Costs taxed at $ 13.61. and thereof &c

Execution Issued Feb'y. 5th 1798 —

Watson vs Granger &c. Sept. 288 / 1797.

John Watson of East Windsor in the County of Hartford and State of Connecticut Merchant plaintiff vs Justin Granger of West Springfield Gentleman and Thankful Wm. Satire of said West Springfield in the County of Hampshire Widow, Defendants in an action &c — This Case was entered in this Court at the last September term and continued to this term — and now neither of the parties appear in Court and this Case is dismissed. — —

Arms vs Eddy Sept. 299. 1797

William Arms of Deerfield in the County of Hampshire Yeoman Pltff vs Jacob Eddy of Deerfield aforesaid Yeoman defendant, in a plea of the case for that whereas the said Jacob at Greenfield aforesaid on the twelfth day of June in the year of our Lord One thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised the Pltff to pay him or his order the sum of eighteen dollars and eighty six Cents on demand with Interest Yet he hath never paid the same though requested but neglects it to the damage of the said Arms Thirty dollars — This Case was entered in this Court at the last September term thereof and continued from term to term to this term — And now the plaintiff by his Att'y appears and the defendant altho' three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said William recover of the said Jacob the Sum of seventeen dollars and fifty one Cents damages and Costs of Suit taxed at $ 15.45 — and thereof &c.

Execution Issued Jan'y. 20. 1798.

Bordwell vs Joy Sept. 300 / 1797

Ebenezer Bordwell of Whately in the County of Hampshire Yeoman pltff vs Abiathar Joy of Guilford in the County of Windsor and State of Vermont Yeoman or Gentleman, Defend't, in a plea of the case for that whereas the said Joy at said Northampton on the day of the purchase of this Writ was justly indebted to the pltff in the sum of Seventy dollars for so much money then before that time had and received by the said Joy to the use of the plaintiff and being so indebted he the said Joy then and there in consideration thereof promised the Pltff to pay him the same sum on demand — Yet he hath never paid the same tho' requested but neglects it. To his damage Seventy Dollars —

This Case was entered at the last September term of this Court and continued from term to term unto this term - and now the parties by their respective Attorneys appear - - - And the said Abiathar in Court comes and defends the force and Injury when &c and for plea says he never promised in manner and form as the said Ebenezer has alledged against him & thereof puts himself on the Country for trial - - - - - by Jonathan Leavitt his Att.
And the said Ebenezer suewing leave to reply anew on the trial of appeal and agreeing that that there shall be no review on his part says that the plea of the said Abiathar as above pleaded is insufficient in Law &c - - - - - by Richard E. Newcomb his Att.
and the sd Abiathar says his plea is sufficient and thereof prays Judgment. by J Leavitt Att.
All which being seen and fully understood by the Court, it appears to the Court that the plea of the said Abiathar as above pleaded and the matters therein contained are good and sufficient in Law and that the said Ebenezer by his plea aforesaid ought to receive nothing - Whereupon it is considered by the Court that the said Ebenezer by his plea aforesaid do receive nothing, but that for his groundless Claim he be &c - and it is further considered by the Court that the said Abiathar recover of the said Ebenezer his Costs taxed at seventeen dollars seventy three Cents and thereof &c - - - - Whereupon the said Ebenezer by Richard E. Newcomb Gent. his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect.

Southick v. Clark. — Sept. 1341, 1797.

Samuel Southick of New Salem in the County of Hampshire Husbandman Pltff. v. John Clarke of Montague in said County Yeoman defendant, in a plea of the Case for that the said John at said New Salem on the fifth day of January in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for value received promised the sd Samuel to pay or deliver him or his order fourteen thousand of good merchantable Shingles, worth twenty dollars, in said New Salem at or before the fifteenth day of June then next following, near to the said John Clarks, meaning near to the said Johns dwelling house in said New Salem - And the said Samuel avers that he was always ready at said Clarke to receive the said Shingles yet the said John though often requested hath never paid or delivered the same but neglects and refuses to do it to the damage of the said Samuel the Sum of Thirty dollars. This Case was entered at the last September term of this Court and continued from term to term to this term - and now at this term the parties by their respective Attorneys appear.
And the said John comes and defends the force and Injury when &c and for plea says that he never promised the plaintiff in manner and form as set forth in the declaration and of this he puts himself on his Country for Trial - - - And the plaintiff likewise by Edwd Upham Att. pr Wright Strong Att.
Whereupon a Jury duly impanelled and returned at this Court and being sworn to try the issue, do on their Oaths find the Defendt promised in manner and form as set forth in the declaration and assess damages at twenty one dollars and seventy four Cents - Wherefore it is considered by the Court that the said Samuel recover of the said John Twenty one dollars and seventy four Cents damages and Costs of Suit taxed at $ 38 - 90 and thereof &c - - -
Exx issued Jany 20th 1798.

On Motion. It is ordered by the Court that the plaintiff have leave to take out of the papers in this Case an order & rat.

Perry
v
Foster.
Sept. 365. 1797

Joseph Perry of New Salem Yeoman Pltff v. Nathan Foster, Samuel Wheler and Joel Wheler all of New Salem aforesaid in the County of Hampshire Yeoman defendants, in a plea of trespass on the case for that whereas the said Joseph is a good true faithful and honest Citizen and Subject of this Commonwealth and hath hitherto from the time of his nativity behaved himself as such and for the whole time aforesaid was esteemed and reputed of good name, fame behaviour condition and conversation and as a faithful and honest Citizen as aforesaid always kept himself clear from oppression, extortion and all other Crimes and misdemeanours - and by reason of his good Name, fame, behaviour, condition and conversation, obtained the Love and good Will of all his Neighbours, and other Citizens of this Commonwealth to whom the said Joseph was known - And whereas he the said Joseph on the twenty first day of December in the Year of our Lord one thousand seven hundred and ninety five, and for divers Years before that time was a Deputy Sheriff under Elisha Porter Esqr Sheriff of said County of Hampshire, and did then and for divers Years before use and exercise the office of Deputy Sheriff as aforesaid and thereby & by reason of his acting faithfully and honestly therein and of his good Name Credit and reputation aforesaid, did during the time aforesaid receive profit and advantage from the exercise of said Office and got his livelihood and support of himself and family Nevertheless the said Nathan Samuel & Joel well knowing the premises, but contriving and maliciously intending to deprive him the said Joseph of his good Name, fame credit esteem & reputation aforesaid as well as of his office of deputy Sheriff as aforesaid, and to bring him into Scandal, reproach, displeasure and distrust as well amongst all faithful and honest Citizens of this Commonwealth as with the said Elisha Porter Sheriff aforesaid (on the twenty first day of December afor in the year aforesd at Northampton aforesaid, did conspire together, to deprive him the said Joseph of his Office aforesaid, and of his good Name, fame, credit, esteem and reputation as aforesaid - as well as of his office of Deputy Sheriff aforesaid and to bring him into Scandal, reproach, displeasure and mistrust as well amongst all faithful and honest Citizens of this Commonwealth as with the said Elisha Porter aforesaid) on the twenty first day of December in the Year aforesaid at Northampton aforesaid did conspire together to deprive him the said Joseph of his Office aforesaid and of his good Name fame Credit and esteem and reputation aforesaid and did then and there falsely and maliciously write and publish and cause to be written and published a certain false and scandalous Libel against the said Joseph of the tenor following to wit " To Elisha Porter Esq Sheriff of " the County of Hampshire. Sir. The Subscribers confident of your intention that " none but persons of Integrity and uprightness of Conduct, should act as under " Sheriffs within the County of Hampshire, and if an instance happens to the " we conceive it must necessarily arise from wrong Information We (meaning the said Nathan Samuel and Joel together with other subscribers aforesaid) therefore " being well acquainted with the Character and Conduct of Joseph Perry of New " Salem " (meaning the aforesaid Joseph the Pltff) - one of your (meaning the said Elishas) deputies think it our (meaning the said Nathan Samuel & Joel) " duty to inform you (meaning the said Sheriff Porter) that in our opinions he " (meaning the Pltff) is in every respect unworthy the trust reposed in him that " his conduct both in his public and private capacity has generally been such " as to give disgust to the benevolent Mind We (meaning the said Nathan Samuel and Joel) pretend not to exhibit any particular charge, though sensible " many could be and do not wish to dwell upon much less to exaggerate " a point so tender but one (meaning the said Nathans Samuels and Joels) wish " and prayer is that you (meaning the said Elisha Porter Sheriff) would discharge " him (meaning the said Joseph) from any further Service as a Deputy Sheriff " that so his opportunities for distressing his fellow Citizens may be diminished.

Whereas the said Joseph in truth was never, nor is guilty of any offence or oppression or distressing Conduct - by reason of which conspiracy by the said Nathan Samuel and Joel and the writing and publishing and the causing to be written and published said false and scandalous Libel as aforesaid the said Joseph was and is greatly scandalized hurt and injured in his good name fame Credit and reputation aforesaid, and by reason thereof the sd Elisha Porter Sheriff as aforesaid on the twelfth day of January in the year of our Lord seventeen hundred and ninety six, did revoke his appointment of the said Joseph as deputy Sheriff as aforesaid and dismiss him from the exercise of said office, and he has lost all the profits and advantages of said office ever since and by reason of said conspiracy, and the writing and publishing, and the causing to be written and published said false & scandalous Libel; the faithful and honest Citizens of this Commonwealth suspect him the Pltff of being guilty of divers Crimes and misdemeanors and have refused and still do refuse to employ him the said Joseph in business or to have any dealings or concern with him whereby the said Joseph is much prejudiced and injured to the damage of the said Joseph One thousand dollars.

This Case was entered in this Court at the last September term thereof and continued from term to term unto this term and now the parties by their Attorneys appear. And the said Nathan Samuel and Joseph by Simon Strong their Attorney come and defend the force and Injury when &c and for plea say that they are not guilty in manner and form as the said Joseph in his declaration against them has alledged and thereof put themselves on the Country. S. Strong. & the pltff likewise. Upham.

And the said Nathan Samuel and Joel, by leave of the Court for that purpose first had and ~~maintained~~ obtained, further plead and say, that the said Joseph ought not to have or maintain his said Action against them the said Nathan Samuel and Joel, because they say that the day on which the supposed Libel is alledged to have been published to wit on the twenty first day of December in the year of our Lord one thousand seven hundred and ninety five at New Salem in the County aforesaid and long before that time, the said Joseph was an Inhabitant of New Salem aforesaid and for many years then last past before and then was a Deputy Sheriff under Elisha Porter Esq. then and long before and after Sheriff of the same County, and that they the said Nathan and Samuel were also during the whole of said time Inhabitants of the same Town, and that they well knew the said Joseph and his usual Character, conduct demeanour and practice in respect of his said Office, and that under colour and pretext of the same he the said Joseph had done many acts, which were wholly illegal, oppressive, and injurious to many good Citizens, of the same County, and especially to those who were Inhabitants of the said town in which the said Joseph and in which the said Nathan Samuel and Joel did reside, and that they the said Nathan, Samuel and Joel, then and there being aggrieved at the injuries and abuses done and committed by the said Joseph under the Colour and pretext of his office aforesaid and knowing that many good and virtuous Citizens, were in like manner & for the same cause agrieved as well as themselves, did from virtuous, benevolent and disinterested motives, without any malice or envy, against the sd Joseph together with the major part of the Select Men of the Town of New Salem aforesaid and more than fifty others good and virtuous Citizens, inhabitants of the same Town, make compose write and subscribe a petition in the words and figures which are contained set down and comprised in the same supposed libel, and that they ~~they~~ the said Nathan Samuel and Joel together with said Select Men & other citizens aforesaid, with intent to procure and obtain a redress of the matters of Grievance aforesaid, and effectually to prevent the existence of like matters of grievance for the time to come, and with no other intent, did then and there direct, address and present the same petition in the words and figures aforesd to the said Elisha Porter Esq. Sheriff as aforesaid - the said Sheriff being the proper person to whom such petition ought to have been presented & addressed and who had the legal power and right to remove and redress the matters of

Nuisance aforesaid praying the said Sheriff for the causes in the same petition assigned to dismiss and remove the said Joseph from his office as Deputy Sheriff aforesaid — Whereupon the said Sheriff having received the said petition and duly considered the same, and fully known and understood the truth of the Matters therein set forth and expressed, did grant the prayer of the same, and remove and dismiss him the said Joseph from the said Office of Deputy Sheriff as a person wholly unworthy and unfit to hold and exercise the same.

And the said Nathan Samuel and Joel further say that the same petition, made, addressed and presented to the said Elisha Porter Esq as aforesaid in the same supposed Libel, whereof the said Joseph in his said declaration complains and not any other, and the said presenting the said petition to the said Elisha Porter is the same publishing and uttering whereof the said Joseph in the same declaration complaint and no other — and the said dimissing and removing from office done by the Sheriff aforesaid is the same dismissing from the exercise of office, whereof the said Joseph in the same declaration complaint and no other — All which the said Nathan Samuel and Joel are ready to verify — Wherefore they pray Judgment of the said Joseph his said Action against them the said Nathan Samuel and Joel ought to have or maintain — S. Strong. —

And the said Joseph Perry saith that he by any Thing above alledged ought not to be precluded from having his ~~said~~ action aforesaid, because he says that the aforesaid Nathan Samuel and Joel on the day and Year aforesaid in the declaration above specified, of their own wrong without such cause by the sd Nathan Samuel and Joel above in pleading alledged at Northampton aforesaid falsely & maliciously did write and publish and cause to be written and published the false and scandalous libel against the said Joseph in the said declaration aforesaid above alledged in manner and form as the said Joseph above against them complains and this he prays may be enquired of by the Country —

Edw Upham

And the said Nathan Samuel and Joel by their said Att. likewise do the same

S Strong —

Whereupon a Jury being duly returned at this term and impanelled & sworn to try the issue do on their oaths find the said defendants guilty in manner and form as the plaintiff hath alledged, they also find that the said Samuel Nathan and Joel of their own wrong without such cause by them alledged did write and publish the said Libell against the Pltff in the declaration alledged in manner and form as the said Joseph above against them complains and assess damages for the plaintiff at fifty dollars —

Wherefore It is considered by the Court that the said Joseph recover of the said Nathan, Samuel and Joel the sum of of fifty dollars damages and Costs of Suit taxed at fifty five dollars and fifty six Cents and thereof the — The ~~plaintiff appeal~~ said Nathan Samuel and Joel appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognize with sureties for their prosecuting the same appeal with effect —

Curtis v. Smith Sept. 355. 1797.

Daniel Curtis Junr. of New Salem in the County of Hampshire Husbandman plaintiff, vs. William Smith late of New Salem in said County Gent. Defendt. in a plea of the case for that said William at said New Salem on the first day of January last past in consideration, that the said Daniel had before that time at the special instance and request of the said William done and performed for the said William certain work and Labour, undertook and faithfully promised the said Daniel to pay him so much money as he reasonably deserved to have of the said William for such work and Labour done and performed for the sd William by said Daniel as aforesaid — and the said Daniel in fact saith he reasonably deserved to have from said William for said Work and Labour done & performed as aforesaid the Sum of two hundred and fourteen dollars — of which the sd William then and there to wit on the same day and at the place last mentioned had notice. Also for that the said William at said New Salem on the same first day of January being indebted to the said Daniel in the sum of forty one dollars for the

like Sum of Money before that time laid out and expended by the said Daniel at the special instance and request of the said William to and for the use of the said William promised the said Daniel in consideration thereof to pay him the same Sum on demand — also for that whereas the said William the same day year and place, in consideration that the said Daniel had at the special instance and request of the said William before that time permitted the said William to use and occupy a certain tract of Land belonging to the said Daniel situate lying and being in New Salem aforesaid, he on himself assumed and to the said Daniel then and there faithfully promised to pay him so much money as the said Daniel reasonably deserved to have for the same — And the said Daniel avers that he reasonably deserved to have of the said William for the use occupation and enjoyment of the said Tract of Land the sum of One hundred Dollars whereof the said William then and there had Notice from the said Daniel — Yet the said William though often requested hath never performed either of his said promises but neglects and refuses to do it to the Damage of the said Daniel the sum of five hundred dollars. This Case was entered at the last September term and continued from term to term to this term — And now the plaintiff by Ed Upham Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance whereupon it is considered by the Court that the said Daniel recover of the said William the sum of two hundred and fifty five dollars damages and Costs of Suit taxed at $15. 21 — and thereof &c

Execution Issued April 9th 1798.

David Childs and Amasa Davis of Boston in the County of Suffolk Merchants and Partners in trade plaintiffs v. Jonathan Nichols of New Salem in the County of Hampshire Trader, pltff. deft. in a plea of the Case for that the said Jonathan at said Northampton on the twenty third day of February last past by his Note under his hand of that date for value received promised the said Plaintiffs to pay them or their order the Sum of three hundred and seventy dollars and eighteen Cents on demand with the lawful Interest for the same untill paid — also for that the said Jonathan at said Northampton on the day of the purchase of this Writ was justly indebted to the plaintiff in the Sum of two hundred and ~~fifty~~ forty one dollars and thirty one Cents to ballance the account hereto annexed and then and there in consideration thereof promised the said Plaintiffs to pay them the same on demand — Yet the said Jonathan though thereto often requested hath never paid either of the said Sums but neglects and refuses to do it — to the damage of the said Plaintiffs Eight hundred dollars — and whereas the said Plaintiffs say that the said Jonathan has not in his own hands and possession Goods and estate to the value of Eight hundred dollars aforesaid which can be come at to be attached, but has entrusted to, and deposited in the hands and possession of Edward Upham of New Salem aforesaid Gent. and Thomas Powers of Greenwich in said County Gentlemen trustees of the said Jonathan having goods effects and Credits to the said value We Command You therefore &c. This Case was entered at the last September term of this Court and continued from term to term unto this term — and now the plaintiffs by their Attorney appear — And the said Edward Upham one of the Trustees and agents aforesaid being examined under oath in Court says that the said Jonathan at the time of the service of the Writ aforesaid held a Note from him the said Upham for several notes amounting to about two hundred dollars which were indorsed by said Jonathan to Mr Upham and on which Note he promised to pay to said Jonathan the proceeds of said Notes on demand after Collection — And the said Powers Agent or Trustee as aforesaid says, that at the time of the Service of the Writ, he had in his possession Goods amounting by appraisal of said Nichols to £65.17.4 lawful money (equal to two hundred and ninety seven dollars and sixty six Cents) for which Goods I was to pay said Nichols for according to said appraisement in eight months from the date of said Note if I should sell the same

Childs & al. v. Nichols Sept. 3rd. 1797

Goods otherwise I was to return the said Goods to said Nichols on demand — he also had at said time Lumber in my hands amounting to £4-9-6 (equal to One hundred and Sixty four dollars and thirty three Cents) according to appraisal of s^d. Nichols under a similar agreement with the above — also had an order drawn by said Nichols on Messrs. Parrymen and Bowman of New Braintree for £8-8-10. one Note against Francis Knights for £7-15-6 Pathern Ware to the Value of fifty eight Cents — one Razor and Case one Hat one Waistcoat and no more —

The said Jonathan Nichols was indebted to Me at the same time £25-8 —

And the said Nichols tho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Childs and Davis recover of the said Nichols the Sum of Six hundred and thirty one dollars and thirty seven Cents Damages and Costs of Suit taxed at $22-10 and thereof &c. —

Execution issued Jany 20. 1798.

Chase vs Dunbar Sep^t. (368) 1797.

Aaron Chase of Orange in the County of Hampshire Yeoman Pl^ff. Cyprus Dunbar of the same Orange Blacksmith Defend^t. in a plea of the Case &c. This Case was entered at the last September Term of this Court and continued from term to term to this term and now at this Term neither of the parties appear. the Pl^ff becomes nonsuit and the defendant and this Case is dismissed. — — —

Aldrich vs Witt Sep^t. (369) 1797.

Moses Aldrich of New Fane in the County of Windham and State of Vermont Yeoman Pl^ff. vs Levi Witt late of Orange in the County of Hampshire Cordwainer in a plea of the case for the said Witt at Dummerston (viz) at Northampton aforesaid on the fifth day of November in the year of our Lord One thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him nine pair of good Mens Shoes full welted (meaning with Intent) on demand. and the plaintiff avers that the said Shoes were worth Eighteen dollars — Yet the said Witt tho requested on the eleventh day of April in said and on the seventeenth day of said April the same Shoes has not delivered nor the Value thereof in money & the interest paid but neglects so to do — and also for that the said Witt at said Northampton afterwards on the day of the purchase of this Writ being justly indebted to the Pl^ff in the Sum of two dollars according to the Account hereunto annexed then and there in consideration thereof promised the plaintiff to pay him the same sum on demand — Yet the said Witt tho requested has never paid either of said Sums & interest but neglects it to the damage of the said Aldrich Thirty dollars — This Case was entered at September term last past & continued to this term — and now the plaintiff by his Att^y. appears & the defendant at the three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the s^d Aldrich recover of the said Witt seventeen dollars damages & Costs of Suit taxed $17-31 and thereof &c.

Execution issued Jany 27th 1798.

Smith vs Morgan & al. Sep^t. (386) 1797

Samuel Smith of Winchester in the County of Cheshire and State of New-Hampshire Gen^t. pl^ff. vs Edward Morgan of Hinsdale in s^d County Yeoman and Levi Page of Northfield in said County of Hampshire Yeoman Def^ts. This Case was entered at last September term and continued to this term and now neither of the said parties appear and this case is dismissed —

Blake
vs
Warner
Sept. 388. 1797.

John W Blake of Brattleboro in the County of Windham and State of Vermont Gent. pltff vs. Samuel Warner of Gill in the County of Hampshire Carpenter Defendant in a plea of the case for that the said Samuel at Northampton aforesaid on the tenth day of November last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order eight pounds seven shillings and ten pence of the Value of twenty seven dollars and ninety seven Cents, on demand with Interest till paid - Yet the said Samuel though requested has not paid said Sum but neglects it - to the damage of the Plaintiff Fifty dollars ~ ~ ~ ~ ~
This case was entered at the last September Term of this Court and continued from term to term to this term - And now the plaintiff by Solomon Vose Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said John W Blake recover of the sd. Samuel the Sum of twenty four dollars fifty eight Cents damages and Costs of Suit taxed at $ 17„86 and thereof &c.

Exon issued Jany 20. 1798.

Willson
vs
Lord
Sept. /397/ 1797.

John Willson Junr. of Warwick in the County of Hampshire Physician Pltff. vs. William Lord Junr. of Orange in said County Husbandman Deft. in a plea of the case for that the said William at Orange aforesaid on the first day of September last past by his Note under his hand of that date for Value received promised me Jonathan Smith to pay him or order twenty four dollars by the first day of June next after the date of said Note with Interest till paid - And the said Jonathan afterwards by his indorsement on the same Note on the same day ordered the Contents of said Note then due and unpaid to be paid to me Asa Hemenway or order of which the sd William there afterwards on the same day had notice and thereby became in Law liable to pay the Contents of said Note according to the tenor thereof & indorsement thereon & then and there in consideration thereof promised the said Hemenway to pay him the same accordingly - and the said Hemenway there afterwards on the same day by his indorsement on said Note ordered the Contents of said Note then wholly due and unpaid to be paid to the Plaintiff of which the said William there afterwards on the same day had due Notice and thereby became liable by Law to pay the Contents of said Note to the plaintiff and being so liable then and there in consideration thereof promised the plaintiff to pay him the same Contents according to the tenor of said Note and the last said indorsement thereon Yet the said William altho often requested hath not paid Same but unjustly neglects and refuses so to do - to the damage of the said John Fifty dollars -
This Case was entered at the last September term of this Court & continued from term to term unto this term - and now the plaintiff by Sol Vose Gent. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said John recover of the said William twenty nine dollars and ninety six Cents damages and Costs of Suit taxed at $ 18„44 - and thereof &c

Exon issued Jany 20. 1798

Bigelow
vs
Freeman
Sept. /402/ 1797

Daniel Bigelow of Chester in the County of Hampshire Yeoman Pltff. vs. Silas Freeman Junr. of the same Chester Yeoman Defendt. in a plea of the Case for that the said Silas at said Chester on the nineteenth day of December in the Year of our Lord One thousand seven hundred and ninety four by his promissory Note of hand of that date

for Value received promised one John Ellis to pay him or order the sum of twenty five pounds lawful Money equal to Eighty three dollars and thirty three Cents and a third in one year from the first day of April one thousand seven hundred and ninety six with Interest untill paid and afterwards to wit on the same nineteenth day of December the said John Ellis at said Chester by his indorsement in writing on the same note with his proper hand subscribed assigned the same Note to the sd Daniel and ordered the Contents of said Note then wholly due and unpaid to be paid to the said Daniel, of all which the said Silas then and there instantly had notice and so became liable to pay the Contents of said Note when the same should become due to the said Daniel and being so liable the said Silas then and there in consideration thereof promised the sd Daniel to pay him the Contents of said Note according to the tenor and effect thereof. Also for that the Silas at said Chester on the fourteenth day of January in the Year of our Lord seventeen hundred and ninety six by his promissory Note under his Hand of that date for Value received promised one John Ellis to pay him or order the sum of fifteen pounds eighteen shillings Lawful Money which is equal to fifty ~~three~~ six dollars and thirty three Cents & a third on demand with Interest and the said John afterwards on the same at said Chester by his indorsement in writing on the same Note with his proper hand subscribed assigned the same Note to the said Daniel and ordered the Contents of said note then due & unpaid to be paid to the said Daniel of all which the said Silas then and there afterwards had notice and so became liable to pay the same to the said Daniel and being so liable then and there in consideration thereof promised the said Daniel to pay him the Contents of the said Note last mentioned according to the Tenor thereof — Yet the said Silas altho thereto often requested hath never paid the same but hitherto hath and still doth unjustly neglect and refuse so to do to the damage of the said Daniel three hundred Dollars. —

This Case was entered at the last September term of this Court and continued to November term and from thence to this Term — and now the said Daniel by John Hooker Esq his Attorney appears and the Deft — altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Daniel recover of the said Silas the sum of One hundred & sixty one Dollars thirty three Cents damages and Costs of Suit taxed at $ 11.77 and thereof &c.

Examined Jany 24. 1798

Moore vs Whitney Sept. Term 1797.

John Moore of Woodbury in the County of Windham and State of Vermont Yeoman plaintiff v. Moses Whitney of Uxbridge in the County of Worcester Gent. deft. in a plea of the Case for that whereas the said Whitney at said Uxbridge to wit at Northampton aforesaid on the seventh day of March in the Year of our Lord seventeen hundred & ninety four by his Note under his hand of that date for Value received promised the Pltff to pay him the Sum of twenty eight pounds equal to ninety three dollars and thirty three Cents in two Years from the date of said Note with Interest — Yet he hath never paid the same tho requested but neglects it to the damage of the said John One hundred and twenty dollars — — — —

The plaintiff by R. E. Newcomb his Att.y appears and the Defendant altho three times publickly called to come into Court makes default of his appearance. Wherefore it is considered by the Court that the said John Moore recover of the said Moses Whitney the sum of forty nine dollars twenty Cents damages and Costs of Suit taxed at $ 17.54 and thereof &c.

Execution issued Jan.y 20. 1798

John Tuttle of Sunderland in the County of Hampshire Yeoman Plaintiff v. Jonathan Felt of Leaverett in said County Yeoman Def.t in a plea of the Case for that the said Jonathan at said Leaverett on the eighth day of October in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the plaintiff to pay him the sum of sixteen dollars and sixty seven Cents by the first day of October then next with lawful Interest for the same untill paid Yet said Jonathan altho often thereto requested hath never paid the same or any part thereof but neglects it to the damage of the said John Twenty five Dollars

Tuttle v. Felt Nov. (4) 1797.

This Case was entered at the last term of this Court, and continued to this term. And now the plaintiff by H. Wright Strong his Att.y appears and the defend.t altho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said John recover of the said Jonathan the sum of Seventeen dollars and Ninety two Cents damages and Costs of Suit taxed at $ 18.31 and thereof &c.

Execution issued Jany 20. 1798

John Gould of Charlemont in the County of Hampshire Yeoman plaintiff v. Nathan Ball of Heath in said County Yeoman Defend.t in a plea of the Case &c. This Case was entered at the last term of this Court and continued to this term. and now at this term neither of the said Parties appear and this Case is dismissed.

Gould v. Ball Nov. (16) 1797.

John Worthington of Springfield in the County of Hampshire Esquire plaintiff v. Walter Lee of Westfield in the County aforesaid Defend.t in a plea of the Case &c. This Case was entered at the last term of this Court and continued to this term. and now at this term neither of the said Parties appear and this case is dismissed.

Worthington v. Lee. Nov. (23) 1797

John Bishop of the City and County of Hartford and State of Connecticut Gent. Plaintiff v. Nathaniel Bates of Granville in the County of Hampshire Gent. Def.t in a plea of trespass on the case for that whereas the sd John at said Granville on the sixteenth day of May in the year of our Lord One thousand seven hundred and ninety seven was possessed of fifteen large likely Colts of the Value of Three thousand dollars as of his own proper goods & Chattels and being so thereof possessed the said John afterwards at said Granville viz on the same day did casually lose and was deprived of the same which said Colts afterwards that is to say on the same day last aforesaid at sd Granville by finding came to the hands and possession of the said Nathaniel. Nevertheless the said Nathaniel knowing the same Colts to be the proper Goods & Chattels of the said John and to him of right to belong and appertain contriving and intending subtilly to deceive the said John in this particular the Colts aforesaid to the said John altho often thereunto requested hath not delivered but the same Colts afterwards that is to say on the twentieth day of May last past at said Granville the said Nathaniel to his own Use the same Colts converted & — — — to

Bishop v. Bates Nov. (28) 1797.

To the damage of the said John four thousand dollars —
This Case was entered at the last term of this Court and continued to this term. And now the parties by their respective Attorneys appear. And now the Defendant comes into Court and defends the force and Injury when &c and for plea says he is not guilty in manner and form as the pltff in his declaration against him has alledged and thereof puts himself on the Country. pt Jos Lyman
and the pltff likewise — — — pt Eli P. Ashman
Whereupon a Jury duly returned and impanelled at this Court & being sworn to try the issue do on their oaths find that the said Nathaniel is not guilty in manner and form as the plaintiff in his declaration hath alledged — Wherefore it is considered by the Court that the said John by his declaration aforesaid do recover nothing — and it is further considered by the Court that the said Nathaniel recover of the said John his Costs taxed at $ 38.91 and thereof &c ——
Whereupon the said John by John Phelps Gent. his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties to prosecute the same appeal with effect. ——

Gillett v Barlow Nov. 30. 1797

Frederick Gillett of Granville in the County of Hampshire Plaintiff v. Jonathan Barlow of the same Granville Yeoman defendant — this Case was entered at the last term of this Court and continued to this term and now the parties tho' three times publickly called to come into Court make default of their appearance and this Case is dismissed. ——

Bois & al v Bancroft. Nov. 35. 1797

James Bois and David Robinson both of Granville in the County of Hampshire Traders and late joint dealers in merchandize plaintiffs v. Nathaniel Bancroft of the same Granville Clothier Defendt in a plea of the Case &c — This Case was entered at the last term of this Court and continued to this term, and now at this time neither of the parties altho three times publickly called appear, and this case is dismissed. ——

Rising v Rose Nov. 36. 1797

Abner Rising of Granville in the County of Hampshire Yeoman plaintiff v. Daniel Rose late of Granville in said County Yeoman and Abner Rose of Granville in the County of Hampshire Yeoman defendants — in a plea that they render to the said Rising the Sum of Ten pounds eleven shillings and four pence equal to thirty five dollars and twenty three cents which to the said Rising they owe and from him unjustly detain and whereupon the said Rising says that at a Court holden before Timothy Robinson Esq. one of the Justices of the peace for the said County he recovered Judgment against the said Daniel and Abner Rose for the Sum of nine pounds fourteen shillings equal to thirty two dollars and thirty three cents and a third damages by reason of his not performing his promise before that time made said Rising and twelve shillings equal to two dollars for his costs and charges about his Suit in that behalf expended whereof the said Daniel and Abner Rose are convict as by the record thereof remaining manifestly appears — which Judgment is yet in full force not satisfied nor reversed and altho the sd Rising sued out four Writs of Execution on said Judgment in due form of Law yet the Sums so as aforesaid recovered were never levied thereby whereby action accrues to the said Rising to demand and have of the said Daniel & Abner

Rose the Sum aforesaid received together with the Interest on said Judgment and five shillings and four pence equal to Eight nine Cents for said Writ of Execution — But the said Daniel and Abner Rose nor either of them though often thereto requested have not rendered the same but neglect it to the damage of the said Rising Forty dollars ——
This Case was entered at the last term of this Court and continued to this term — and Now at this time the Pltff by his Atty. appears and the Defendts. altho three times publickly called to come into Court make default of their appearance here — Whereupon it is considered by the Court that the said Abner Rising do recover of the said Daniel and Abner Rose the Sum of Sixteen dollars and eighteen Cents debt and Costs of Suit taxed at $ 12-76 and thereof &c —

Execution Jany. 20th 1798 —

Bartlet vs Minor Nov. 137 1797.

Isaac Bartlet of Granville in the County of Hampshire Pltff. vs. John Minor late of said Granville Yeoman Defendt. in a plea of trespass on the Case &c. — as on file — This Case was entered at the last Term of this Court and continued to this term and neither of the parties altho three times publickly called to come into Court appear and this Case is ordered to be dismissed ——

Sheldon vs same Nov. 138 1797

Oliver Sheldon of Suffield in the County of Hartford and State of Connecticut Yeoman Pltff. vs John Minor late of Granville in the County of Hampshire Yeoman Deft. in a plea of trespass on the case &c — This Case was entered at the last Term of this Court and continued to this term — and now neither of the parties altho three times publickly called to come into Court make default of their appearance here & this Case is ordered to be dismissed —

Thrall vs same Nov. 139 1797

Samuel Thrall of Granville in the County of Hampshire Yeoman pltff vs. John Minor late of the same Granville Yeoman Deft. in a plea of trespass on the Case &c as on file. This Case was entered at the last term of this Court and continued to this term — and now at this term neither of the parties appear altho three times publickly called and this Case is dismissed

Cooley vs same Nov. 140 1797

William Cooley Junr. of Granville in the County of Hampshire Tanner Plaintiff vs John Minor late of the same Granville Yeoman Defendt. in a plea of Trespass on the case &c as on file — This Case was entered at the last Term of this Court and continued to this term and now at this term neither of the Parties appear and this Case is ordered to be dismissed

Phelps vs same Nov. 141 1797

John Phelps of Granville in the County of Hampshire Gent. Pltff vs John Minor late of o. Granville Yeoman Deft. in a plea of trespass on the case. as on file. This Case was entered at the last term of this Court and continued to this term — and now neither of the said parties appear altho three times publickly called to come into Court and this Case is ordered to be dismissed ——

Hatch & al vs same Nov. 142 1797.

William Chamberlain Hatch of Granville in the County of Hampshire Trader and Josiah Barber of Hebron in the County of Tolland and State of Connecticut trader and joint dealers in Merchandize pltffs vs John Minor late of said Granville Yeoman Deft in a plea of trespass on the Case as by Writ on file. This Case was entered at the last term of this Court and continued to this Term and now at this time neither of the o. parties and this Case is ordered to be dismissed —

Phillips
v.
Tillotson &c
Nov. 1/27/1797.

Samuel Phillips of Colebrook in the County of Litchfield & State of Connecticut Yeoman pltff vs. Abel Tillotson of Granville in the County of Hampshire Yeoman Deft. in a plea of trespass on the case for that the said Samuel at Colebrook to wit at said Granville on the nineteenth day of August last past, bargained with the said Abel to exchange with the said Abel one dark bay horse of the value of forty hundred and fifty dollars of him the said Samuel for a certain Mare of him the said Abel - and the said Abel well knowing the said Mare to be of a greater age than five years to wit of the age of fourteen years & unsound in the Wind and Limbs, by then and there warranting the said Mare to be of the age of five years and no more and to be then & there sound of Wind and Limbs then and there falsely and fraudulently exchanged the said Mare with the said Samuel for the said Bay horse which said Mare was then and there above five years old to wit of the age of eight years and was then and there unsound in her Wind and Limbs and so from thence hath hitherto remained and continued and still so remains and continues and so the said Abel on the nineteenth day of August aforesaid at Granville aforesaid falsely and fraudulently deceived the said Samuel to the damage of the said Samuel Phillips the Sum of One hundred and fifty dollars. —

This Case was not entered at the last term of this Court and continued to this term - and now the parties by their respective Attorneys appear And the said Abel reserving Liberty to waive this plea and plead anew on the appeal and consenting that one trial on his part shall be final at the Supreme Court - for plea says he never promised the pltff in manner and form as the pltff has alledged and of this puts himself on the Country — John Ingersoll his Attyf.

And the said Samuel consenting to the said reservation says the plea aforesaid and the matters therein contained are an insufficient answer to the Writ and declaration of said Samuel and that he has not said nor is he bound by the Law of the Land to answer thereto wherefore for want of a sufficient answer to said declaration prays Judgment for his damages and Costs - Seth Phelps Attyf. And the Deft. Abel says his plea is sufficient All which being seen and fully understood by the Court it appears to the Court that the plea of the said Abel by him as above pleaded and the Matters therein contained is an insufficient answer to the declaration of the Pltff Whereupon it is considered by the Court that the said ~~Abel~~ Samuel do recover of the said Abel the Sum of Eighty dollars damages and Costs of Suit taxed at twenty dollars and forty eight Cents and thereof &c. —

After which the said Abel by his said Attyf. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Phelps &c.
v.
Douglass -
Nov. 1/29/1797

Seth Phelps and Consider Williston of Chester in the County of Hampshire Merchants and Joint dealers in trade pltffs. vs. John Spencer Douglass of Westfield in said County of Hampshire Innkeeper Deft. in a plea of trespass on the case for that the said Douglass at Westfield on the nineteenth day of May last past by his Note under his hand of that date for Value received promised the Pltffs under the Name and firm of Phelps and Williston to pay them or order One hundred and twenty seven dollars by the first day of September then next with Interest

for the same untill paid — Yet the said Douglass though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — to the damage of the said Phelps and Williston One hundred and Sixty dollars —
This Case was entered at the last term of this Court and continued to this term and now the pltff by Jos. Lyman Esq. his Atty. appears — and the defendant altho three times publickly called to come into Court, makes default of his appearance here Wherefore it is considered by the Court that the said Phelps and Williston recover of the said Douglass One hundred and thirty two dollars & eight Cents damages and Costs of Suit taxed at $10-12 and thereof &c.

Execution Issued Jan.y 20. 1797 —

Ebenezer Stow of Blanford in the County of Hampshire Yeoman Plaintiff vs Andrew Stewart of Russell in said County Yeoman Defend.t in a plea of trespass on the Case for that the said Andrew at Blanford aforesaid on the twentieth day of April in the Year of our Lord one thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him twenty two pounds ten Shillings Lawful money equal to twenty five dollars in one Year and half from the date with Interest till paid Yet the said Andrew tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Ebenezer the Sum of One hundred dollars —

Stow vs Stewart Nov. (5) 1797.

This Case was entered at the last term of this Court and continued to this Term — and the Pltff by Joseph Lyman Esq. his Attorney appears — and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Ebenezer recover of the said Andrew the Sum of eighty two dollars & eighty six Cents damages & Costs of Suit taxed at $11-36 and thereof &c —

Execution Issued Jan.y 20. 1798 —

Abijah Barker of Westfield in the County of Hampshire Cordwainer Plaintiff vs Bailey Blakeley of Russell in said County of Hampshire Yeoman defend.t in a plea of trespass on the Case for that the said Bailey at said Westfield on the second day of February last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him two hundred Dollars by the sixth day of May then next with Interest for the same untill paid Yet the said Bailey tho often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it — to the damage of the said Abijah two hundred and fifty dollars —

Barker vs Blakeley Nov. 1797

This Case was entered at the last term of this Court and continued to this term — and now at this term the plaintiff by Joseph Lyman Esq. his Atty. appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Barker recover against the said Blakeley the sum of two hundred and eleven dollars and fifty Cents damages and Costs of Suit taxed at $10-32 and thereof &c.

Execution Issued Jan.y 20th 1798. —

Richard Dickinson Junr. & Enos Foote both of Southwick in the County of Hampshire Merchants and joint dealers in trade Pltffs. vs Benjamin Rising Junr. of said Southwick Gent.n Defendant in a plea of trespass on the Case for that the said Benjamin at said Southwick on the thirteenth day of October in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised the Pltffs under the Names & firm of Foote & Dickinson —

Dickinson & al. vs Rising Nov. 5 1797.

to pay them or order fourteen pounds twelve shillings which is equal in Value to forty eight dollars and sixty Seven Cents on demand with the meaning lawful Interest for the same untill paid – Yet the said Benjamin though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it – to the damage of the said Dickinson and Foot – Seventy dollars. ——

This Case was entered at the last term and continued to this term and now the plaintiff by Joseph Lyman Esq. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Dickinson and Foot recover of the said Benjamin Rising the sum of forty nine dollars and fifty three Cents damages and Costs of Suit taxed at $ 10. 94 and thereof &c

Execution issued Jany 20. 1798 ——

Williams vs Cooke Nov. 15th 1797

John Chester Williams of Hadley in the County of Hampshire Esqr plaintiff v. Moses Cooke of Amherst in said County Yeoman Defend^t in a plea that the said Moses render to the said John Chester the sum of twenty dollars eight mills and forty four seventy seconds of a mill which to him he owes and from him unjustly detains for this to wit for that whereas the said John Chester by the consideration of our Justices of our Court of Common pleas holden at Northampton within and for our said County of Hampshire on the last Tuesday of August in the year of our Lord one thousand seven hundred and eighty nine recovered Judgment against the said Moses the Sum of five pounds eleven shillings and six pence equal in Value to eighteen dollars fifty eight mills and a third damages and twelve shillings and seven pence equal in Value to two dollars nine Cents seven Mills and two ninths Costs of Suit whereof the said Moses is convicted as by the record of the Judgment before our Justices of the said Court remaining fully appears which Judgment is still in its full force wholly unsatisfied unreversed and unpaid for altho the said John Chester has sued out his Writ of Execution on the Judgment and committed the same to our Sheriff of our said County of Hampshire to be executed Yet he hath long since returned the same into the Clerks office of our said Court unsatisfied whereby Action hath accrued to the said John Chester to have and demand of the said Moses the Sum of twenty dollars sixty eight Cents and one mill and sixty eight seventy seconds together with sixteen Cents six mills and two thirds now for said Writ of Execution together with the interest arising thereon Yet the often requested the said Moses has not paid said Sums but neglects it – to the damage of the said John Chester forty dollars ——

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Jos. Lyman Esq his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here – Whereupon it is considered by the Court that the said John Chester recover of the said Moses Cooke the Sum of $ debt or damages and Costs of Suit taxed at $ and thereof &c. ——

Stiles vs Wales. Nov. 6th 1797.

Samuel Stiles of Chester in the County of Hampshire Goldsmith Pltff. v. James Wales of Norwich in the County aforesaid Gent. alias Innkeeper Defendant – in a plea of trespass on the Case for that the said James at Norwich on the tenth day of March last past by his Note in writing under his hand of that date for Value received promised the Pltff to pay him or his order the Sum of Sixty dollars in silver or Gold by the tenth day of June then next

with Interest until paid - and afterwards to wit on the twenty fourth day of September last past at Warwick aforesaid the Contents of said Note being then wholly due and unpaid the said Thomas Mather by his indorsement on the same Note for Value received of the plaintiff ordered the Contents of the same to be paid to the plaintiff according to the tenor of the same Note and the said indorsement and there afterwards to wit on the same twenty fourth day of September last past the Contents of the same Note being wholly due and unpaid of which the said James had Notice and thereby became chargeable to pay the Contents of the same Note to the plaintiff according to the tenor thereof and the said indorsement and being so chargeable then and there promised to pay the Contents of said Note to the plaintiff. Yet the said James Wales though often thereto requested hath not paid the Contents of said Note to the plaintiff but unjustly neglects and refuses to do it to the damage of the said Samuel Giles the Sum of Ninety dollars. —

This Case was entered at the last term of this Court and continued to this term and now at this term the plaintiff by his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Samuel recover of the said James the Sum of Sixty three dollars damages and Costs of Suit taxed at $9.22 and thereof &c.

Exon issued Jan. 20. 1798.

Merrill vs Ingram Nov. 1797.

Calvin Merrill of Amherst in the County of Hampshire Hatter who prosecutes as well for the County of Hampshire as for himself Plaintiff v. David Ingram of Leverett in said County Yeoman Defendt. in a plea that the said David Rendry to the said Calvin Sixteen dollars Sixty six Cents and two thirds of a Cent which to him he owes and from him unjustly detains. and whereas the said Calvin says that on the sixth day of September last past one Azariah Dickinson of Amherst aforesd Yeo. damage feasant in his certain Close there, thirteen Sheep - part of the same Sheep being the property of the said David, and the residue of the same Sheep being the property of one Nathan Ingram - the said thirteen Sheep having done damage to the said Azariah in his said Close to the value of one dollar and seventeen Cents - And in order to recover the damages aforesaid done in manner aforesaid, he the said Azariah there on the same day did duly cause the same Sheep to be impounded in the Town pound in said Amherst in the custody of the said Calvin Merrill then and ever since Keeper of the Pound aforesd duly authorized and appointed to the said office: and the said David afterwards to wit at said Amherst on the same day and year knowing the same Sheep to be legally impounded and within the same pound detained for the cause aforesaid with force and Arms without a Licence therefor or any justifiable cause, the same pound containing and confining the said sheep, duly shut fastened and locked did break and open and by the same violent - unlawful and indirect means the said thirteen Sheep from the same Pound did convey deliver and cause to go at large contrary to the form and effect of the Statute in such cases provided against our Peace - whereby Action accrues to the said Calvin to demand for himself and the said County of Hampshire the said Sum of Sixteen dollars Sixty Sixty Cents and two thirds of a Cent - Yet the said David the often requested hath never paid the same but refuses to do it - To the damage of the said Calvin who prosecutes as aforesaid the Sum of Sixty Dollars - This Case was entered at the last term of this Court and continued to this term - And now the parties by their respective Attorneys appear — And now the said Ingram comes and defends &c when &c and saith that he doth not owe to the said County of Hampshire and said Merrill the said Sixteen dollars Sixty Six Cents and two thirds of a Cent or any Cent thereof in manner and form as the said Merrill ~~on behalf~~ who as well &c against him has alledged and of this he puts himself upon the Country

pr Joseph Lyman

And the said Calvin by Simeon Strong his Attorney likewise does the same. Whereupon a Jury duly returned and impanelled at this term being sworn to try the issue do on their Oaths find that the defendant doth owe sixteen dollars sixteen Cents and two thirds of a Cent in manner & form as the plaintiff has alledged — Whereupon it is considered by the Court that the said Calvin with the said County of Hampshire do recover of the said David sixteen dollars sixty six Cents and two thirds of a Cent damages and Costs of Suit taxed at thirty nine dollars and one Cent — and thereof &c — Whereupon the said David by Caleb Strong Esq his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect. ——

Cunningham vs Bennet Nov. /91/ 1797

William Cunningham Junr. of Boston in the County of Suffolk Merchant plaintiff vs. John Bennet of Southadley in the same County Gentleman Defd. in a plea of the Case for that said John and one Seth Murray now deceased at Boston to wit at said Northampton on the eighth day of February in the Year of our Lord seventeen hundred and ninety three by their Note under their hands promised said William Junior to pay him or his order seven pounds seven shillings and nine pence, equal to twenty four dollars and Sixty two Cents on demand with the lawful Interest for the same untill paid — and the same Note has now been assigned — Yet said John and Seth the other mentioned never paid the same or any part thereof in the life time of said Seth nor hath the said John since the Death of the said Seth ever paid the same or any part thereof but wholly neglects to do it To the damage of the said William Forty Dollars —
This Case was entered at the last term of this Court and continued to this Term And now the plaintiff by Simeon Strong Esq his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said William recover of the said John twenty eight dollars and forty six Cents damages and Costs of Suit taxed at $ 12-98 — and thereof &c.

Execution issued Jany 23rd 1798 —

Boltwood vs Buckingham Nov. /92/ 1797

Solomon Boltwood of Amherst in the County of Hampshire Gentleman Pltff vs. Jedediah Buckingham of Goshen in our County aforesaid Yeoman Defdt. in a plea of trespass on the case in which the said Solomon complains that whereas he the said Solomon at Amherst aforesaid on the first day of May in the Year of our Lord one thousand seven hundred & Ninety six was possessed of a certain Mare Colt worth Sixty dollars as of his own proper Mare Colt — he the said Solomon being so thereof possessed on the same day and Year the same mare Colt out of his hands & possession casually lost, and afterwards to wit on the first day of August in the same Year at Hadley in the County aforesaid the same Mare Colt into the hands and possession of the said Jedediah by finding came — Yet the said Jedediah well knowing the same Mare Colt to be the property of the said Solomon and to him of right to belong hath never delivered to the sd Solomon the same Mare Colt though often thereto requested but the afterwards to wit on the twenty third day of August last past the same Mare Colt to his own use did convert and dispose to the damage of the sd Solomon Eighty Dollars ——

This Case was entered at the last term of this Court and continued to this term & now the parties by their respective attorneys appear — And the said Buckingham comes and defends the force and Injury when &c and for plea says he is not guilty in manner & form as the plaintiff has alledged and thereof puts himself on the Country. Ed Parsons — and the Solomon by Simeon Strong his Att likewise does the same — S. Strong —
Whereupon a Jury duly returned and impannelled at this Court, being sworn to try the Issue do on their oaths find the defendant guilty in manner and form as set forth in the declaration and assess damages for the plaintiff at forty dollars — Whereupon it is considered by the Court that the said Solomon do recover of the said Ed which the Sum of Forty dollars damages and Costs of Suit taxed at forty three dollars and eleven Cents and thereof &c
Whereupon the said Judgment by Benj.n Parsons Gent. his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his recognizing the same appeal with Effect —

Joseph Coolidge of Boston in the County of Suffolk Merchant. Plaintiff v. Selah Norton of Ashfield in the County of Hampshire Gentleman alias Merchant Defend.t in a plea of Trespass on the Case &c as on file. This Case was entered at the last term of this Court and continued to this term — and the parties altho three times publickly called to come into Court make default of their appearance and this case is ordered to be dismissed. —

Coolidge v Norton Nov. 102 / 1797.

Joshua Phillips of Ashfield in the County of Hampshire Deputy Sheriff under Ebenezer Mattoon Esq. Pl.ff v. Josiah Rice of Deerfield in the County aforesaid Yeoman alias Gent. defend.t in a plea of the Case for that the said Josiah Rice at Northampton aforesaid on the twenty first day of March last past had received of the plaintiff two likely Horses of the price of Two hundred dollars one pair of Oxen four years old of the price of eighty dollars and four Cows of the price of eighty dollars they being the proper Goods and Chattels of the said Joshua — and in Consideration of his reception and bailment as aforesaid He the said Josiah then and there assumed on himself and faithfully promised the said Joshua to return said horses Oxen and Cows whenever he the said Joshua should call for the same — Yet said Josiah tho often requested and especially on the second day of October current and at divers other days and times before and since that time hath never delivered said Horses Oxen and Cows or either of them but neglects it to the damage of the s.d Joshua five hundred Dollars —
This Case was entered at the last term of this Court and continued to this term and now the plaintiff appears and the defendant altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Joshua do recover of the said Josiah two hundred and eighty eight dollars and twenty two Cents damages and Costs of Suit taxed at $ 10. 8 and thereof &c —
Exon issued Jan.y 26. 1798 —

Phillips v Rice Nov. 109 / 1797.

Joshua Phillips of Ashfield in the County of Hampshire Deputy Sheriff under Ebenezer Mattoon Esq. Sheriff of the same County Pl.ff v. Edm.d and Ruddock of Hawley in said County Yeomen Def.ts in a plea of the Case as on file. This Case was entered at November term last past and continued to this term and now neither of the parties appear and this case is dismissed —

Phillips v Ruddock Nov. 114 / 1797

Wait
vs
Smith
No. 113 / 1797

Gad Wait of Ashfield in the County of Hampshire Trader plaintiff vs Martin Smith of Ashfield aforesaid Yeoman, Defendant, in a plea of the Case for that the said Martin at Ashfield aforesaid on the day of the purchase of this Writ was justly indebted to the plaintiff in the Sum of five pounds five shillings and ten pence / equal in Value to Seventeen dollars and Sixty four Cents / ballance the Account hereunto annexed for sundry Goods Wares & Merchandizes there before that time sold and delivered by the Plaintiff to him the said Martin at his the said Martins special instance and request — of the said Martin, then and there in consideration thereof promised the plaintiff to pay him the same Sum on demand. Yet the said Martin though thereto often requested the same Sum has not paid but neglects it to the damage of the said Gad the Sum of Thirty Dollars —

This Case was entered at the last term of this Court and continued to this term and now the Pltff by his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Gad recover of the said Martin the Sum of fifteen dollars and thirty one Cents damages and Costs of Suit taxed at $10-0 and thereof &c.

Execution Jan. 20. 1798 —

Colbourne
vs
Sprague
No. 116 / 1797

Nathan Colbourne of Buckland in the County of Hampshire Yeoman pltff vs Jedediah Sprague of Charlemont in the County aforesaid Yeoman Defendt in a plea of the Case for that the said Jedediah at Northampton aforesaid on the fifteenth day of August last past by his Note under his hand of that date for Value received promised the plaintiff to pay him or order thirteen pounds fifteen shillings, equal in Value to forty five dollars and eighty three Cents and the Interest by the first day of October then next which time has elapsed yet the said Jedediah though often requested the same Sum and Interest has not paid but neglects it to the damage of the said Nathan Sixty dollars —

This Case was entered at the last Term of this Court and continued to this Term and now the plaintiff by Elijah Paine Gent. his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Nathan recover of the said Jedediah the Sum of forty six dollars & ninety seven Cents damages and Costs of Suit taxed at $11.90 & therefor &c.

Execution Jan. 20. 1798

Goodman
vs
Morgan
No. 119 / 1797

Parke
vs
Rogers
No. 124 / 1797

Elisor Parke of Norwich in the County of Hampshire ~~Pltff~~ Shopkeeper ~~Pltff~~ vs Jonathan Rogers Junr of Westfield in said County Yeoman Defendt — in a plea of the Case. as on file. This Case was entered at the last term of this Court and continued to this term and now the parties although three times publickly called to come into Court make default of their appearance here — and this Case is ordered by the Court to be dismissed —

Chapin
vs
West
Nov. 125. 1797.

Elephalet Chapin of Enfield in the County of Hartford and State of Connecticut Gentleman Pltff vs Joseph West of Granville in the County of Hampshire, Yeoman Defendt in a plea of the Law for that the said Joseph at said Granville on the eighth day of August in the Year of our Lord one thousand seven hundred and ninety seven by his promissory Note or writing under his hand of that date for value received promised the Pltff to pay him thirty one dollars and fifteen cents worth of good merchantable neat Cattle — or or some good mens note for Cash within Sixty days next ensuing the date of said Note with Interest after said time of Payment untill paid, to be delivered at William Hatch & Co: Store in said Granville — and the pltff says he was always ready during said time of payment to receive said neat Cattle or said good mens note at Wm Hatch & Co: Store in Granville aforesaid — Yet the said Joseph although often thereto requested hath never paid the Pltff during said time of payment the said neat Cattle or said good mens note nor hath he in any ways performed his said promise but neglects and refuses so to do — to the damage of the said Elephalet fifty dollars. This Case was entered at the last term of this Court and continued to this term And now the parties by their respective Attorneys appear — and the said Joseph comes and defends the force and Injury when &c and for plea says he never promised in manner and form as the pltff against him alleged — and thereof puts himself on the Country

pr John Phelps his Atty.

And the plaintiff likewise — — — — by George Bliss his Atty.

And the said Joseph for further plea by leave of the Court here for that purpose first had and obtained, saith, that the said Elephalet ought not to have or maintain his said action against him to recover damages, because he saith that he the said Joseph was present at the said Wm Hatch & Co: Store in said Granville on the seventh day of October last past, being the same day on which the said Note became due and payable by the tenor of said Note and within sixty days from the date of said Note as aforesaid for the space of three hours next before the sitting of the Sun of the same day and also at the sitting of the Sun of the same day & during all the time aforesaid was there ready to pay the contents of said Note agreeable to the tenor of the same and then and there tendered a good mens Note for Cash to him the said Elephalet of thirty one dollars and fifteen cents, in full discharge and satisfaction of his the said Joseph's promise, but that neither he the said Elephalet nor any other person on his behalf during said time or any part thereof was there ready to receive the same and this he is ready to verify — Wherefore he prays Judgment if the said Elephalet ought to have his said action against him

by John Phelps his Atty.

And the said Elephalet saith that the said Elephalet ought not to be barred from having and maintaining his said action against the said Joseph because he says that the said Joseph did not within sixty days from the date of said Note on the seventh day of October last past tender a good mens note for Cash for the said sum of thirty one dollars and fifteen cents at the said Store of William Hatch and Company in Granville aforesaid in full satisfaction of said Note of the said Joseph in manner and form as the said Joseph hath alledged and this he prays may be enquired of by the Country

by John Phelps his Attorney

And the said Joseph likewise — — — — by George Bliss his Attorney

And now the Jury duly returned and impanelled at this term being sworn to try the issue do on their Oaths find that the defendant did not promise in manner and form as set forth in the declaration — and as to the second issue find that the said Joseph did not tender within sixty days from the date of said Note viz on the seventh day of October last a good mens Note for Cash for the sum

sum of thirty one dollars and fifteen cents at the Store of William Hatch and Company in Granville in full satisfaction of the Note of the said Joseph in manner and form as the said Joseph in his plea hath alledged — Whereupon it is considered by the Court that the said Elphalet by his plea aforesaid do recover nothing — and it is further considered by the Court that the said Joseph recover of the said Elphalet his Costs taxed at $14.79 and thereof &c — Whereupon the Pltff by Wm Ely Gent. his Atty. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within & for the County of Hampshire on the last Tuesday of April next and engages with sureties for his prosecuting the same appeal with effect. —

Gardner vs Kingsley Nov./126/1797.

Nathaniel Gardner of Boston in the County of Suffolk Trader plaintiff vs Abiel Kingsley of Orange in the County of Hampshire Yeoman Defendt in a plea of the case &c as on file. This Case was entered at the last term of this Court and continued to this term — And now neither of the parties appear altho three times publicly called — and this case is ordered by the Court to be dismissed —

Southworth vs Lord Nov./132/1797

Ichabod K. Southworth of Cummington in the County of Hampshire Yeoman Pltff vs James Lord of the same Cummington Yeoman Defendt in a plea of the Case for that the said James at Cummington aforesaid on the thirtieth day of March in the year of our Lord seventeen hundred and ninety six, by his promissory Note in writing of that date by him subscribed then and there for Value received promised the said Ichabod to pay him the Sum of One hundred and five dollars by the first day of March in the Year of our Lord One thousand seven hundred and ninety seven — said Note to be on Interest after the twentieth day of May then next. Yet the said James altho often requested and the time of payment hath elapsed hath neither paid the same but neglected it to the damage of the said Ichabod K. — One hundred & fifty Dollars — This case was entered at the last term of this Court and continued to this term — And now the plaintiff by his Attorney appears and the Defendant altho three times publicly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Ichabod K. do recover of the said James the Sum of sixty four dollars forty one cents damages and Costs of Suit taxed at $10.52 and thereof &c —

Exon issued Jany 20. 1798 —

Scott vs Allen Nov./150/1797

Amasa Scott of Haverhill in the County of Grafton and State of New Hampshire Physician Pltff vs Edmund Allen of Belchertown in the County of Hampshire Gent. defendant in a plea of the Case &c as on file. — This Case was entered at the last Term of this Court and continued to this term — And now at this term neither of the parties appear and this case is dismissed —

$23.50 allowed the Clerk to be paid the plaintiff

Twenty three dollars & 50 cts paid E. Upham —

Smith
v
Ensign —
Nov. 1166 1797.

John Smith 2d of Chester in the County of Hampshire Yeoman Pltff v. Daniel Ensign of the same Chester Clothier defendant in a plea of the case for that the said Daniel at Chester on the twenty first day of August last past by his Note of that date for Value recd promised the plaintiff to pay him or order the sum of five pounds lawful money equal to sixteen dollars and sixty seven and two thirds of a cent on demand with Interest untill paid — Yet tho often requested the said Daniel hath not paid the Contents of said Note but neglects so to the damage of the said John forty Dollars —

This Case was entered at the last term of this Court and continued to this term And now the plaintiff by his Attorney appears and the Defendant altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said John recover of the said Daniel the sum of fifteen dollars three Cents damages and Costs of Suit taxed at $10.72 and thereof &c

Execution iss. Jany. 19th 1798

Norton
v
Falley & al.
Nov. 1167 1797.

Phile Norton of Newtown in the County of Fairfield and State of Connecticut Gent. plaintiff v. Frederick Falley Gent. of Blanford and Richard Falley Yeoman of Montgomery both in the County of Hampshire, defendants — in a plea of the case for that whereas the said Frederick and Richard on the eleventh day of July in the year of our Lord one thousand seven hundred and ninety four at Montgomery in the County of Hampshire aforesaid, made their certain note in writing subscribed with their own hands commonly called a promissory Note bearing date the day and year last aforesaid — by which said Note the said Frederick and Richard promised to pay one Austin Nichols or his order the sum of two hundred pounds by or before the first day of January one thousand seven hundred and ninety six with Interest from the first day of February next after the date of said Note — and the plaintiff avers that said sum of two hundred pounds is equal to six hundred and sixty six dollars and sixty six Cents and two thirds of a Cent, and the plaintiff further says that the said money being unpaid the said Austin Nichols afterwards to wit on the same eleventh day of July aforesaid at Newtown aforesaid to wit at Montgomery in the County of Hampshire aforesaid by an indorsement on the said Note appointed the Contents thereof to be paid to the plaintiff for Value received by him the said Austin Nichols of which the said Frederick and Richard afterwards on the same day had notice and by reason of the premises and by force of the laws in such cases the said Frederick and Richard became liable to pay to the plaintiff the sum of money contained in said Note together with the Interest according to the tenor & effect of said Note and the indorsement thereon as aforesaid and being so liable in consideration thereof (promised the pltff) afterwards to wit on the same day and year aforesaid at Montgomery aforesaid took upon themselves and then and there faithfully promised the Pltff that they the said Frederick and Richard would pay to the plaintiff the said Sum of money contained in said Note and the interest thereon according to the tenor and effect of said note and indorsement thereon as aforesaid and the plaintiff says the said Frederick and Richard their promise aforesaid not regarding have never performed the same though often thereto requested but unjustly neglect and refuse so to do — to the damage of the said Phile Norton nine hundred dollars current coin —

This Case was entered at the last term of this Court and continued to this Term — And now at this term the parties by their respective Attorneys appear — and the Defts come and defend &c when &c and for plea say they never promised in manner and form as the plaintiff in his declaration hath alleged against them and thereof put themselves on their Country by their Attorney — — — Ackerman —

And the plaintiff asserting Liberty to waive this demurrer and join the issue tendered at the Court above says that the defendants plea aforesaid above pleaded are insufficient in law nor is he bound to answer this he is ready to verify &c —

by his Atty. J. Mydy

And the Deft. consenting to said reservation says his plea is sufficient — pr Ackerman

All which being seen and fully understood by the Court it appears to this Court that the plea of the said Deft. by them pleaded as above and the matters therein contained are a full and sufficient answer to the plaintiffs declaration and that the plaintiff by his plea aforesaid ought to recover nothing — whereupon it is considered by the Court the said Pltff do recover nothing but that for his groundless claim he be in mercy — and it is further considered by the Court that the Defend recover of the pltff his Costs taxed at — $ and thereof &c

After which the ~~Defendants~~ plaintiff by his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for said County on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect —

Clayton vs Chapman Nov. (175) 1797.

Reuben Clayton of Cherry Vally in the County of Herkimer and State of New York Gent. plaintff. vs Isaac Chapman Junr. of Montgomery in the County of Hampshire Yeoman defendt. in a plea of the Case for that whereas the said Isaac at Northampton aforesaid on the seventh day of November in the Year of our Lord one thousand seven hundred and ninety five by his promissory note under his hand of that date for Value received promised the pltff to pay or deliver him twenty good Oil Barrells clear of Sap as James Water meaning James Water dwelling house in Norwich in said County by the first day of March then next — and the pltff says that he has always been ready to receive said barrells according to the tenor of said Note to wit at said Water House in Norwich aforesaid and that they would have been well worth the sum of One dollar and thirty three Cents for each Barrell amounting to the Sum of twenty six dollars and sixty Cents in the whole Yet the said Isaac the thereto often requested the same Barrells has not delivered or ever performed his said promise but unjustly neglects & refuses so to do to the damage of the said Reuben Sixty dollars. ——

This Case was entered at the last term of this Court and continued to this term — And now at this term the Plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Reuben recover against the said Isaac the Sum of twenty One Dollars and twenty nine Cents damages and Costs of Suit taxed at $ 14. 97 and thereof &c —

Execution issued Jan. 20. 1798 —

Chapman vs Colton — Nov. (180) 1797

Same vs Same Nov. (181) 1797.

Jones vs Cornish Nov. 1795/1797.

Isaac Jones the second of Wilbraham in the County of Hampshire Yeoman Plaintiff vs Jabez Cornish of Washington in the County of Berkshire Husbandman Defend.t in a plea of the case for that the said Jabez at Washington to wit at Northampton aforesaid on the eighteenth day of April last past by his promissory note in writing under his hand of that date for value received promised one Ebenezer Dutton to pay him or his order forty pounds equal in value to one hundred and thirty three dollars and thirty three Cents lawful Money on the first day of September then next with lawful interest for the same from the date thereof untill paid – And the said Ebenezer at Northampton aforesaid on the eighteenth day of April made his certain indorsement on said Note and for value received ordered the Contents thereof then wholly due and unpaid to be paid to the said Isaac of all which the said Jabez then and there had notice and so became liable to pay the said Isaac the same according to the tenor and effect of said Note and undertook and faithfully promised the said Isaac to pay him the same accordingly yet though often requested the said Jabez hath never paid the Pltff. the same or any part thereof but unjustly neglects it. to the damage of the said Isaac One hundred and fifty dollars. —

This Case was entered at the last term of this Court and continued to this Term, and now at this term the plaintiff by his Attorney appears and the defend.t also appears ~~at the three times publickly called to come into Court make default of his appearance have~~ ~~Wherefore it is considered by the Court that the said Isaac recover of the said Jabez the Sum of~~ and the said Jabez comes and defends the Wrong and Injury when &c and reserving Liberty to move this plea and to plead anew for plea says he is not guilty in manner and form as the said Jones in his Writ hath alleged against said Jabez & thereof puts himself on the Country — pr Wilman —

And the said Jones consenting to said observation says the plea of the said Jabez in manner and form is insufficient — J. Dwight Jun.r —

And the said Jabez says his plea is sufficient pr Wilman —

All which being seen and fully understood by the Court it appears to this Court that the plea of the said Jabez is insufficient – Whereupon it is considered by the Court that the said Isaac recover against the said Jabez the Sum of One hundred and thirty nine dollars and thirty three Cents damages and Costs of Suit taxed at fifteen dollars and fifty seven Cents and thereof &c — After which the said Jabez by Thomas Gould Esq. his Att.y appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and engages with Security for his prosecuting the same appeal with effect. —

Jones vs Warren Nov. 1793/1797.

Giles Jones of Somers in the County of Tolland and State of Connecticut Yeoman plaintiff vs Isaac Warren of Palmer in the County of Hampshire Yeoman Defend.t in a plea of trespass on the Case for that the said Isaac at Palmer aforesaid on the twenty seventh day of December last past by his promissory note under his hand of that date for value received promised one Elisha Fuller to pay him or his order by the first day of October then next ensuing the Sum of twenty five dollars with the lawful Interest for the same till paid and the said Elisha then afterwards on the same day by his indorsement on the same note ordered the Contents thereof then wholly due and unpaid to be paid to the pltff. or his order according to the tenor thereof and said indorsement of all which the said Isaac then afterwards on the same day had notice and so became liable to pay the same Contents to the said Giles and being so liable

then and there in consideration thereof promised the plaintiff to pay him the same accordingly yet the said Isaac although often requested hath never paid the contents of said Note but neglects it to the damage of the said Gideon Giles forty dollars —
This Case was entered at the last term of this Court and continued to this term & the plaintiff by his Attorney George Bliss Esq: appears and the defendant although three times publickly called to come into Court makes default of his appearance Wherefore it is considered by the Court that the said Giles recover of the said Isaac the sum of twenty six dollars and fifty eight Cents damages and Costs of Suit taxed at $ 10-86 and thereof &c. —
Execn issued Jan.y 20. 1798. —

Pitts vs Noble & al. Nov. /195/ 1797

John Pitts of Tyngsboro in the County of Middlesex Esquire plaintiff vs Jacob Noble of Westfield in the County of Hampshire Gent. and Noah Morley of Westfield aforesaid Husbandman defendants in a plea of the case. as on file. This Case was entered at the last term of this Court and continued to this term and now neither of the parties appear and this case is dismissed —

Morgan vs Laddington Nov. /199/ 1797.

Thomas Morgan of West Springfield in the County of Hampshire Yeoman Pltff vs Daniel Laddington of the same West Springfield Yeoman Defendant in a plea of the Case. as by writ on file. This Case was entered at the last term of this Court and continued to this term, and now at this term neither of the parties appear and this case is ordered to be dismissed —

Langdon vs Gleason Nov. 207. 1797

Truman Langdon of Rowe in the County of Hampshire Yeoman alias Hatter pltff vs James Gleason of Rowe aforesaid Yeoman alias Gent. defendt — in a plea of the Case for that whereas the said James at Rowe aforesaid on the fifteenth day of June last past by his Note under his hand of that date for Value received promised the pltff to pay him thirty one dollars & fifty nine Cents by the first day of October then next with Interest — Yet the said James though often requested hath never paid the same but neglects it — To the damage of the said Truman Sixty dollars —
This Case was entered at the last term of this Court and continued to this term — and now the pltff. by his Atty. appears and the Deft. though three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Truman recover of the said James thirteen dollars and Sixty four Cents damages and Costs of Suit taxed at $ 13-64 — and thereof &c —
Execn issued Jan.y 19. 1798 —

Cheney vs Foster Nov. /209/ 1797

John Cheney of Rowe in the County of Hampshire Yeoman pltff vs Asa Foster the second of the same Rowe Yeoman alias Tanner defendt. in a plea of the case for that whereas the said Asa at said Rowe on the seventh day of September last past by his Note under his hand of that date for Value received promised the said John to pay him or his order fifty five dollars on demand with Interest — Yet said Asa has never paid the same though requested but neglects it To the damage of the said John Ninety dollars —
This Case was entered at the last term of this Court and continued to this term and now the pltff appears by his Atty. and the deft. at the three times publickly called makes default of his appearance Whereupon it is considered by the Court that the said John recover of the said Asa $ 40-74 damages & Costs of Suit taxed at $ 14-30 and thereof &c.

William Langdon of Rowe in the County of Hampshire Trader Pltff
vs Moses Rogers late of Rowe aforesaid Yeoman Defdt in a plea of the case
for that whereas the said Moses at said Rowe on the twelfth day of Jan-
uary in the Year of our Lord One thousand seven hundred and ninety six
by his Note under his Hand of that date for Value recived promised the
pltff to pay him or order Eleven pounds five shillings and ten pence equal in
Value to Thirty seven dollars and sixty four Cents, by the first day of October
then next with Interest after three months from the date of said note till paid.
Yet the said Moses though often requested has not paid the same but
neglects it To the damage of the said William Sixty dollars — And
the said William saith that the said Moses has not in his own hands
and possession goods and Estate to the Value of Sixty dollars which can be
come at to be attached but has entrusted to and deposited in the hands
and possession of Gideon Chapin of Rowe aforesaid Gent. trustee of the said
Moses goods effects and Credits to the said Value. We command you —
This Case was entered at the last term of this Court and continued
to this term And now at this time the plaintiff by his Atty appears and
the said Gideon altho three times publickly called to come into Court
makes default of his appearance — And the defendant altho three times
publickly called makes default of his appearance Whereupon it is
considered by the Court that the said William recover of the said Moses
and Agt. the Sum of forty one dollars fifty one Cents damages & Costs
of Suit taxed at $15.44 and thereof &c.

Execution issued Jan. 29. 1797.

Langdon
vs
Rogers & ag.
Nov. 211 1797

Roger Leavett of Heath in the County of Hampshire Gent. plaintiff
vs Benjamin Comstock of Charlemont in the County aforesaid Tanner
alias Constable of Charlemont aforesaid defendant — in a plea of trespass on
the Case &c as on file. This Case was entered in this Court at the last term
and continued to this term — And now the plaintiff and defendant altho
three times publickly called to come into Court make default of their
appearance and this Case is ordered by the Court to be dismissed —

Leavett
vs
Comstock
Nov. 226 1797.

Joseph Allen of Barnardstown in the County of Hampshire Yeoman, pltff vs David
Eson of Barnardstown aforesaid Yeoman Defendt. in a plea of the case for that the sd.
David at said Barnardstown on the twenty fourth day of January last past, by his
Note under his hand of that date for Value recived promised the plaintiff to
pay him or order fifteen dollars by the first day of September next after the date of said
Note with lawful Interest for the same till paid — Also for that whereas the
said David at Northampton aforesaid on the twentieth day of September last
past by his Note under his hand of that date for Value recived promised
one David Severance to pay him or order the sum of twelve dollars on de-
mand with interest — And the said David Severance on the day of the pur-
chase of this Writ by his indorsement on the same Note for Value recd ordered
the Contents of said Note then due to be paid to the Pltff of which the sd. Eson
there afterwards on the same day had notice — and thereby became liable
in Law to pay the Contents of said Note to the Pltff and being liable he then
and there in consideration thereof promised the plaintiff to pay him the Cont-
ents of said Note according to the tenor of the same — Yet the said Eson tho
often requested hath never paid either of said Notes but neglects it —
To the damage of the said Joseph Thirty dollars

Allen
vs
Eson
Nov. 227 1797.

This Case was entered at the last term of this Court and continued to this term & now the pltff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here. Wherefore it is considered by the Court that the said Joseph recover of the said David the sum of twenty eight dollars eighty three Cents damages and Costs of Suit taxed at $ 12.0 and thereof &c — —

Exon issued Jan.y 20. 1797.

Johnson
vs
Hemenway & al.
Nov. 231/1797

Mason Johnson of Warwick in the County of Hampshire Housewright Pltff vs Asa Hemenway late of Warwick aforesaid Trader Defd in a plea of the Case for that the said Asa at Warwick aforesaid on the twentieth day of January last past by his Note under his hand of that date for Value received promised the Pltff to pay him or order Sixty dollars by the first day of October next after the date of said Note with Interest thereon paid — Yet the said Asa tho the time of Payment has elapsed and tho often thereto requested has not paid said sum and the Interest but neglects it to the damage of the said Mason One hundred & twenty dollars — — And whereas the said Mason Johnson saith that the said Asa has not in his own hands and possession Goods and Estate to the Value of one hundred & twenty dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of John Willson Junr. & Benjamin Hazelton 2nd Esqr both of Warwick aforesaid Traders of the said Asa goods effects & Credits to the said Value: We command you therefore &c —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by his Attorney appears — and the Sd Willson and Hazelton the trustees aforesaid although three times publickly called to come into Court make default of their appearance — and the defendant although three times publickly called makes default of his appearance Wherefore it is considered by the Court that the said Mason recover against the said in the hands and possession of the said Agents sixty three dollars and Sixty three dollars and Sixty Cents damages and Costs of Suit taxd at $ 13.38. and thereof &c.

Exon issued Jan.y 20. 1798. —

Alexander
vs
Stanhope
Nov. 237/1797

Reuben Alexander Junr. of St Johnsbury in the County of Caledonia & State of Vermont Trader plaintiff vs Jonas Stanhope of Gill in the County of Hampshire Yeoman defendant in a plea of the case for the Sd Jonas at Gill aforesaid on the seventeenth day of April last past by his Note under his hand of that date for Value received promised the pltff to pay him or order four pounds thirteen shillings and eight pence of the Value of fifteen dollars and sixty one Cents on demand with Interest untill paid — Yet the said Jonathan altho often requested has not paid said sum but neglects it To the damage of the said Reuben thirty dollars —

This Case was entered at the last term of this Court and continued to this term and now the plaintiff by Solomon Vose Junr. his Attorney appears & the defendant altho three times publickly called to come into Court makes default of his appearance here.

Whereupon it is considered by this Court that the said Reuben Alexander Junr. recover against the said Jonas Stanhope the sum of Sixteen dollars and twenty nine Cents damages and Costs of Suit taxed at $ 13.4 and thereof &c.

Exon issued Jan.y 20 1798. —

Bates
vs
Sturtevant.
Nov. 1252 1797.

Israel Bates of Shutesbury in the County of Hampshire Yeoman Pltff. vs James Sturtevant of the same Shutesbury Yeoman defendt. in a plea of the case for that the said James at Amherst in said County on the fifth day of December last past by his Note under his hand of that date for Value recd. promised the Pltff to pay him the Value of Seventeen dollars and fifty Cents in neat Stock at Cash price within six months from the date of said Note with lawful Interest for the same sum till paid — and the plaintff says he has always been ready to receive said Stock agreable to the tenor of said Note Yet the said James the Whole time of payment has elapsed and altho often requested has not paid the same but neglects it to the damage of the said Israel forty dollars — This Case was entered at the last term of this Court and continued to this term — and now the pltff by his Atty. appears and the defendant altho three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Israel recover of the said James eighteen dollars and sixty seven Cents damages and Costs of Suit taxed at $ 9 n 00 and thereof &c

Execn issued Jany. 20th 1797

Nichols
vs
Nichols
Nov. 1257 1797

Asa Nichols of Brookfield in the County of Worcester Genl. pltff. vs Jonathan Nichols of New Salem in the County of Hampshire Trader, in a plea of the case for that the said Jonathan at said New-Salem on the day of the purchase of this Writ in Consideration that the said Asa had before that time at the special instance and request of the said Jonathan sold and delivered to him the said Jonathan divers goods Wares and Merchandizes according to the Schedule annexed hereto promised the said Asa to pay him upon demand as much money as the said Goods Wares and merchandizes so sold and delivered as aforesaid were reasonably worth — and the said Asa in fact saith that the said Goods wares and merchandizes so sold and delivered to the said Jonathan by said Asa as above were reasonably worth the sum of twenty six dollars and forty six Cents of which the said Jonathan then and there on the day and at the place last mentioned had Notice Yet the said Jonathan though often requested hath never paid the same but neglects and refuses to do it — to the damage of the said Asa the sum of forty dollars — and whereas the said Asa saith that the said Jonathan hath not in his own hands and possession Goods & Estate to the Value of forty dollars aforesaid which can be come at to be attached — but has entrusted to and deposited in the hands and possession of Joel Dickinson of Amherst in said County of Hampshire Innholder Trustee of the said Jonathan goods effects and Credits to the said Value — We command you therefore &c — This Case was entered at the last term of this Court and ~~continued to this term~~ the plaintiff by his Attorney appeared and the said Joel agent and trustee as aforesaid and being examined under Oath says he had in his possession the following Articles which were previously attached in his hands at the Suit of Peter Sampson & Jonathan Nichols and no more viz. see List of Articles on file with the Writ. after which this Case was continued to this term and now at this term the pltff by his Atty. appears and the Dft. altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Asa recover of the said Jonathan the Sum of twenty six dollars and forty six Cents damages and Costs of Suit taxed at $ 18 n 62 and thereof &c

Execn issued Jany. 20. 1798.

Leavens vs Lyman Nov. 272/1797

Willard Leavens of Charlemont in the County of Hampshire Yeoman plaintiff vs. Jonathan Lyman of said Charlemont Trader Defendt. in a in a plea of the case for that whereas the said Jonathan at Charlemont aforesd. on the fifteenth day of August in the year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for value received promised the plaintiff to pay him or order the sum of eight pounds ten shillings equal to twenty eight dollars and thirty three Cents on demand with Interest. Yet he hath never paid the same though requested but neglects it to the damage of the said Willard forty dollars—
This Case was entered at the last term of this Court and continued to this term and now the plaintiff by his Attyy. appears and the defendt. at the three times publickly called to come into Court makes default of his appearance here. —
Whereupon it is considered by the Court that the said Willard recover of the said Jonathan the sum of twenty nine dollars and six Cents damages & Costs of Suit taxed at $ 14. 9 and thereof &c—
After which the said Jonathan by J. Wright Strong Gent. his Attyy. comes here into Court and appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with sureties for his prosecuting the same appeal with effect —

May vs Dana & al. Nov. 292/1797.

Ezra May of Westmoreland in the County of Cheshire and State of New York plaintiff vs. Asa Dana Hackmaster and Alfred Lyon Gent. both of Holland in the County of Hampshire Defts as by Writ on file — This Case was entered at the last term of this Court and continued to this term — And now at this term neither of the parties appear and this Case is ordered to be dismissed —

Smith vs Spooner Nov. 303/1797.

John Smith of New Salem in the County of Hampshire, Blacksmith Pltff. vs. Daniel Spooner in said County trader, in a plea of the Case, as by Writ on file. This Case was entered at the last term of this Court and continued to this term and now the parties become non-suit and defaulted and this Case is ordered to be dismissed. —

Lyon vs Goodman Nov. 1797.

Asaph Lyon of Pelham in the County of Hampshire Trader Appellant vs. Titus Goodman of Southadley in said County Gent. Appee. from a Judgment of Charles Phelps Esq one of the Justices of the peace for said County — in a plea of the Case for that the said Titus at said Pelham on the last day of December in the Year of our Lord one thousand seven hundred and ninety two was justly indebted to the said Asaph the sum of thirty six dollars and sixty six Cents for eleven thousand of Boards before that time sold and delivered by him the said Asaph to him the said Titus at his said Titus's special instance and request and being so indebted said Titus then and there in consideration thereof promised the said Asaph to pay him the same sum on demand. Yet the said Titus tho requested the same sum has not paid, except thirty dollars in part but neglects it to the damage of the said Asaph twelve dollars —
This case was entered at the last term of this Court and continued to this term & now the Appt. appears and the Appee. the three times publickly called makes default of his appearance — Wherefore it is considered by the Court that the said Asaph recover of the Titus $ 3. 67 damages & Costs of Suit taxed at $ 15. 52 and thereof &c

Tho. Isaac Clerk Sept. 20. 1797.

Alexander v. Felt — Nov. 30th 1797.

Humbly shews. Consider Alexander of Sunderland in the County of Hampshire Yeoman that at a Court holden before Elisha Root Esq one of the Justices of the peace for the County of Hampshire on the ninth day of November 1797 he recovered Judgment against Jonathan Felt of Leverett in said County Yeoman for the sum of twelve dollars and eighteen Cents damages and three dollars and twelve Cents Costs of Suit — from which Judgment the said Jonathan appealed to this Honble Court and recognized with Sureties for his prosecuting the same appeal with effect but has failed of the same — he therefore prays affirmation of said Judgment with additional Costs — This complaint was entered at this Court at the last Term of this Court and continued to this term — and now it is considered by the Court that the same Judgment be affirmed and that the said Consider recover of the said Jonathan the Sum of twelve dollars and eighteen Cents damages and Costs of Suit taxed at $10.47 and thereof &c.

Exon affirmed Sept 20. 1797.

Sawyer v. Southwick — Nov. 30th 1797.

Jonathan Sawyer of Montague in the County of Hampshire Trader pltff. vs Samuel Southwick now resident at Sunderland in said County Laborer defendt, in a plea of the Case for that the said Samuel at said Northampton on the day of the purchase of this Writ being indebted to the plaintiff in the sum of fifty two dollars according to the account annexed then and there in consideration thereof promised the plaintiff to pay him the same sum on demand — Also for that the said Samuel at said Northampton on the day of the purchase of this Writ being indebted to the plaintiff in one other Sum of fifty two dollars for divers goods Wares and merchandizes sold and delivered the said Samuel by the said Jonathan at the request of the said Samuel, then and there in consideration thereof promised the plaintiff to pay him so much said goods Wares and merchandizes were reasonably worth and the plaintiff says said goods Wares and merchandizes are reasonably worth another Sum of fifty two dollars — Also for that the said Samuel at Northampton on the day of the purchase of this Writ being indebted to the plaintiff in the sum of fifty two dollars then and there in consideration thereof promised the plaintiff to pay him the same Sum on demand — also for that the said Samuel at said Northampton on the day of the purchase of this Writ was justly indebted to the Pltff in another Sum of fifty two dollars for the like sum of money before that time had and received by the said Samuel to the use of the plaintiff, then and there in consideration thereof promised the plaintiff to pay him the same sum on demand — Yet the said Samuel though requested hath never paid either of said Sums but neglects it to the damage of the said Jonathan Two hundred dollars. — This Case was entered at the last term of this Court and continued to this term — and now the said Samuel comes and defends &c and says he never promised in manner and form as the plaintiff hath alledged against him and thereof puts himself on the Country — pr Strong Pract — and the said Jonathan reserving liberty to join the issue upon the trial by appeal and agreeing that he will not review at the supreme Court says that the plea aforesaid is an insufficient answer to his declaration and for want of a sufficient plea he prays Judgment — pr Hinckley — and the said Samuel agreeing to said reservations says his plea aforesaid is sufficient and thereof prays Judgment — pr Strong Pract. — all which being seen and fully understood by the Court it appears to the Court that the plea of the said Samuel above pleaded is sufficient — Whereupon it is considered by the Court that the said Jonathan by his plea aforesaid do receive nothing but that for his groundless claim he be in mercy — and it is further considered by the Court that the said Samuel recover of the said Jonathan his Costs taxed twenty three dollars and forty one Cents and thereof &c — After which the said Jonathan

by Solomon Vose Gent. his Attorney appeals from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday in April next and recognizes with Sureties for his prosecuting the same appeal with effect. ——

Colton vs Bell & others Jan.y 16. 1798

Ashley Colton of Springfield in the County of Hampshire Merchant plaintiff vs. Shubael Bell of Boston in the County of Suffolk Yeoman and a deputy Sheriff under Jeremiah Allen Sheriff of said County of Suffolk Nathan Graham William P. Graham Robert Graham and Benjamin Bepsy all of said Boston Merchants Defts. in a plea of trespass on the Case for that whereas the said Ashley at Boston to wit at Northampton aforesaid on the twenty first day of June last past was possessed of the the goods Wares and Merchandizes contained in the Schedule annexed all of the Value of Ten thousand dollars as of his own proper Goods and Chattells and being so possessed thereof the said Ashley there afterwards on the same day lost the same goods Wares and Merchandizes out of his possession and the same goods Wares and Merchandizes afterwards at Boston to wit at Northampton aforesaid came into the hands and possession of the said Shubael, Nathan William Robert and Benjamin - yet the said Shubael, Nathan, William Robert and Benjamin well knowing the same Goods and Chattells to be the proper Goods and Chattells of the said Ashley and of right to him to belong contriving and fraudulently intending to deceive and defraud the said Ashley in this behalf altho often requested have not nither hath either of them ever delivered the same goods and Chattells to the said Ashley but afterwards to wit the same day and Year at Boston to wit at Northampton aforesaid converted and disposed of the same goods and Chattells to their own use to the damage of the said Ashley Colton ten thousand dollars. ——

and the said Shubael Bell Nathan B. Graham William P. Graham Robert Graham and Benjamin Bepsey by Samuel Hinckley their Atty. come and defend the force and injury when &c and for plea say they are not guilty in manner and form as the plaintiff in his declaration against them hath alledged and thereof put themselves on the Country &c S. Hinckley

and the said Ashley likewise does the same by G. Bliss his Atty. —

Whereupon a Jury duly returned and impanelled at this term being sworn to try the issue do on their oaths find, that the defendants are guilty in manner and form as the plaintiff in his declaration against them has alledged and assess damages for the Pltff at nine thousand one hundred and ten dollars and fifty Cents — Whereupon it is considered by the Court that the said Ashley do recover of the said Shubael, Nathan William Robert and Benjamin the sum of nine thousand one hundred and ten Dollars damages and Costs of Suit taxed at thirty eight dollars and six Cents and thereof &c —

Whereupon the said Shubael Nathan William Robert and Benjamin by Samuel Hinckley Esq. their Attorney appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for their prosecuting the same appeal with effect

Eastman vs Hewett Jan.y 17. 1798

Joseph Eastman of Granby in the County of Hampshire Gent. plaintiff vs Asa Hewett of said Granby Yeoman Deft. this Case was entered by mistake and discharged by the Pltffs Atty. and is dismissed ——

George Bliss of Springfield in the County of Hampshire Esq. plaintiff v. Charles Eddy of Palmer in said County yeoman defendt. in a plea of the case for that the said Charles at Springfield aforesaid on the twenty sixth day of June last past by his promissory Note of that date for Value received promised the plaintiff to pay him or his order twenty dollars on demand with lawful Interest for the same till paid - Yet though often thereto requested the said Charles hath never paid the same or any part thereof but neglects & refuses to do it to the damage of the said George Thirty dollars -

Bliss v. Eddy Jan.y (13) 1798

The plaintiff appears - and the defendant altho three times publickly called to come into Court makes default of his appearance - Whereupon it is considered by the Court that the said George recover of the said Charles twenty dollars & sixty eight Cents damages and Costs of Suit taxed at $7.07 and thereof &c -

Exon issued Jan.y 20th 1798 -

William Phillips of Boston in the County of Suffolk Esq. plaintiff v. Daniel Fowler of Southwick in the County of Hampshire husbandman Deft. in a plea of Entry upon disseizin wherein the said William demands against the said Daniel a certain messuage and One hundred Acres of land lying and being in Southwick aforesaid bounded and described as follows lying on the East side of the Country Road leading from Westfield to Simsbury bounded West on said Road, South on Capt. Chamberlains ~~land~~ Noble Fowler & David Fowler East on David Fowler, North on land lately Abner Fowlers, which messuage and Land with the appurtenances the said William claims as his right and inheritance into which the said Daniel hath not entry but by disseizin by him unjustly and without Judgment committed within twenty years now last past and whereupon the said William says that he himself was seized of the demanded premises within twenty years now last past in a time of peace by taking the profits thereof to himself to the Value of ten dollars by the year and into which the said Daniel hath not entry but by disseizin aforesaid whereof the said William complains that said Daniel disseizes him and still unjustly holdeth him out - To the damage of the said William One hundred & fifty dollars

Phillips v. Fowler Jan.y (14) 1798 -

The plaintiff by George Bliss Esq his Att.y appears and the defendant altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said William recover of the said Daniel seizen and possession of the demanded premises and Costs of Suit taxed at $8.39 and thereof he may have his Writ &c.

Writ of Poss. issued Jan.y 20th 1798 -

Thaddeus Leavitt of Suffield in the County of Hartford and State of Connecticut Esq. pltff v. Oliver Leonard of West Springfield in the County of Hampshire husbandman Deft. in a plea of the Case for that the said Oliver at Suffield to wit in Northampton aforesaid on the fourteenth day of August in the Year of our Lord seventeen hundred and Ninety six by his promissory Note in writing under his hand of that date for Value received promised the pltff to pay him or his order in six weeks from the date thereof the sum of four pounds thirteen shillings and four pence which is equal as the plaintiff says to Fifteen dollars fifty six Cents with lawful Interest for the same till yet the said Oliver though requested has never paid the same but neglects it to the damage of the s. Thaddeus Twenty dollars - The plaintiff by his Att.y appears and the Deft. altho three times publickly called makes default of his appearance - Whereupon it is considered by the Court that the said Thaddeus recover of the said Oliver $16.89 damages and Costs taxed at $7.65 and thereof &c -

Leavitt v. Leonard Jan.y (15) 1798

Exon issued Jan.y 20th 1798 -

Fowler
vs
Kilbon
Jan. 21. 1798

Roger Fowler of West Springfield in the County of Hampshire Yeoman Pltff. vs. Jonathan Kilbon of Wilbraham in said County Yeoman Defendt. in a plea of the case for that the said Jonathan at said West Springfield on the thirty first day of May in the year of our Lord One thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the plaintiff to pay him or order forty five pounds equal to One hundred & fifty dollars lawful money by the first day of January in the year of our Lord One thousand seven hundred and ninety seven with Interest till paid Yet the said Jonathan and for not the aforesaid he has not paid but neglects it to the damage of the Roger two hundred dollars. —
The plaintiff by his Atty. appears and the defendt. altho three times publicly called to come into Court makes default of his appearance —
Whereupon it is considered by the Court that the said Roger recover of the said Jonathan $ damages and Costs of Suit taxed at $ and thereof &c —

Bemis
vs
Shaw
Jan. 23. 1798

James Bemis of Worthington in the County of Hampshire Trader Pltff vs. Josiah Shaw of Cummington in said County Labourer Deft. in a plea of the case for this for that whereas the said Josiah at Worthington aforesaid on the twelfth day of December in the year of our Lord One thousand seven hundred and ninety six by his promissory Note in writing under his hand of that date for Value received promised the plaintiff to pay him twenty dollars and sixty Cents on demand with Interest till paid — Yet the aforesaid he hath not paid the same but neglects it — to the damage of the said James Sixty dollars —
The Plaintiff by his Attorney appears and the defendant altho three times publicly called to come into Court makes default of his appearance
Whereupon it is considered by the Court that the said James recover of the said Josiah the sum of $ 22-3 damages and Costs of Suit taxed at $ 6-99 and thereof &c.

Execution issued Jan. 20. 1798.

Meach
vs
Shaw
Jan. 24. 1798

Cyprian Meach of Worthington in the County of Hampshire Yeoman plaintiff vs. Josiah Shaw of Cummington in said County Labourer defendant in a plea of the Case for that whereas the said Josiah at Worthington aforesaid on the fifteenth day of October in the Year of our Lord one thousand seven hundred and ninety four by his promissory Note of Hand of that date for Value received promised the said Cyprian to pay him the Sum of seventeen pounds twelve shillings lawful money equal to fifty eight dollars and sixty seven Cents on demand with Interest from the date of said Note — Yet the said Josiah altho often requested has never performed his said promise but neglects to do it — To the damage of the said Cyprian Meach One hundred dollars —
The plaintiff by his Atty. Jon. Woodbridge Gent. appears and the Deft. although three times publicly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Cyprian recover of the said Josiah the Sum of $ 29-54 damages and Costs of Suit taxed at $ 6-99 and thereof &c —

Bisbee vs Bates Jan. 26. 1798.

Luther Bisbee of Cummington in the County of Hampshire Gent. plaintiff v. Samuel Bates of the same Cummington Yeoman defendant in a plea of the case for this that whereas the said Samuel at Cummington aforesaid on the 6th day of June last past by his promissory Note of hand of that date for Value received promised the plaintiff to pay him the Sum of thirteen dollars and sixty three Cents on demand with Interest till paid Yet the said Samuel through thirsts often requested hath not performed his promise aforesaid but neglects and refuses so to do to the damage of the said Luther thirty dollars —

The plaintiff by his attorney Jonathan Woodbridge Gentleman his Attorney appears and the defendant although three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Luther recover of the said Samuel fourteen dollars & eleven Cents damages and Costs of Suit taxed at $ 6.99 and thereof &c —

Exon issued Jan. 20. 1798.

Perry vs Hitchcock Jan. 31. 1798.

Joseph Perry of Partridgefield in the County of Berkshire Yeoman Pltff v. Reuben Hitchcock of Worthington in the County of Hampshire Yeoman defendant in a plea of the Case for this that whereas the said Reuben at Northampton aforesaid on the eighteenth day of December instant by his promissory Note of hand of that date for Value received promised the pltff to pay him the Sum of five pounds and sixteen shillings (equal to nineteen dollars and sixty seven Cents) on demand with Interest till paid — Yet the said Reuben altho often requested has not performed his said promise but neglects to do it to the damage of the said Joseph Perry Sixty dollars. —

The plaintiff by Jon. Woodbridge Gent. his Attorney appears & the Defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Joseph recover of the said Reuben the Sum of Nineteen dollars and forty three Cents damages and Costs of Suit taxed at $ 7.01 and thereof &c —

After which the said Reuben by Joseph Lyman Esq. his Attorney comes here into Court and appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with Effect. —

Campbell vs Miller — Jan. 7/36/1798

James Campbell of Chester in the County of Hampshire Yeoman Pltff v. Samuel Miller of the same Chester Yeoman defd. in a plea of the case for that whereas the said Samuel at said Chester, on the twenty first day of November in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the pltff to pay him the Sum of thirty dollars in two years from the date of said Note with Interest till paid — Yet the said Samuel altho often thereto requested has never paid the same but neglects it to the damage of the said James Sixty dollars —

The pltff by his Attorney appears. The Defd. altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said James recover of the said Samuel $ 33-92 Dam. and Costs of Suit taxed at $ 7-3 and thereof &c —

Exon issued Jan. 20. 1798.

Atwater
vs
Taylor
Jan. 145/ 1798

Jeremiah Atwater of New Haven in the County of New Haven & State of Connecticut Trader pltff v. William Taylor Jun. of Southadley in the County of Hampshire Gentleman Deft. in a plea of the Case for that the said William at Southadley aforesaid on the sixth day of January last past by his promissory note in writing under his hand of that date for Value received promised the Pltff to pay him Sixteen dollars by the first day of October then next ensuing the date of said Note with Interest - Yet the aforesaid he hath never paid the same - but neglects so to do - to the damage of the said Jeremiah Thirty dollars — The plaintiff by his Atty. appears and the defend. at the three times publicly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Jeremiah do recover of the said William Seventeen dollars damages and Costs of Suit taxed at $7 90 and thereof &c.

Execution issued Jan. 25. 1798

Hamblet
vs
Wright
Jan. 153/ 1798.

David Hamblet of Chester in the County of Hampshire Yeoman plaintiff v. Joshua Wright of the same Chester House Joiner Deft. in a plea of trespass on the Case. as on file. The pltff at the three times publicly called to come into Court and prosecute his said Action becomes nonsuit. The pltff is defaulted and this Case dismissed

Hastings & Co.
vs
Seaton & Co.
Jan. 159/ 1798

Benjamin Hastings of Westfield in the County of Hampshire and Benoni Case of Hartford in the County of Hartford and State of Connecticut Merchants and Joint dealers in trade under the firm of B. Hastings & Co. pltffs v. Asahel Seaton and David Seaton both of Russell in the County of Hampshire lately joint partners in business, otherwise Innkeepers otherwise Yeomen Defendts in a plea of trespass on the Case for that the said Asahel and David at said Westfield on the twenty fifth day of October last past by their note in writing under their hands of that date for Value received on demand promised the pltffs to pay them or order Eleven pounds six shillings Lawful Money, equal in Value to thirty seven dollars and sixty seven Cents with Interest till paid Yet the said Asahel and David altho often thereto requested nor either of them have ever paid said sum but unjustly neglect and refuse to do it to the damage of the said Benjamin & Benoni the Sum of Sixty dollars. —
The pltffs by their Atty. appear and the Deftts at the three times publically called to come into Court make default of their appearance. Whereupon it is considered by the Court that the said Benjamin and Benoni do recover of the said Asahel and David the Sum of thirty eight dollars and fourteen Cents damages and Costs of Suit taxed at $8 Du 61 and thereof &c —

Execution issued Jan. 20 1798. —

Same
vs
Seaton
Jan. 160/ 97

Benjamin Hastings of Westfield in the County of Hampshire and Benoni Case of the City and County of Hartford and State of Connecticut Merchants and Joint dealers in trade under the firm of B. Hastings & Co. pltffs v. David ~~Russell~~ Seaton of Russell in the County of Hampshire Innkeeper otherwise Yeoman Deft. in a plea of the case for that said David at said Westfield on the twenty fifth day of October last past by his promissory note under his hand of that date for Value received promised the

plaintiffs to pay them or order fifteen dollars and fifty Cents Current money with Interest till paid — Also for that the said David on the same day and at Westfield as last abovementioned by his other Note in writing under his hand of that date for Value received promised the plaintiffs to pay them another Sum of fifteen dollars on demand with Interest till paid. Yet the said David altho often requested hath never paid the Contents of either of his said Notes but unjustly neglects and refuses so to do to the damage of the said Benjamin and Barnis fifty eight dollars — The pltffs by their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Benjamin and Barnis recover of the said David the sum of twenty seven dollars ninety four Cents damages and Costs of Suit taxed at $ 8. 37. and thereof &c

Execution issued Jan/ 20. 1798. —

William Cooley of Granville in the County of Hampshire Gent. plaintiff v. Rufus Rose of the same Granville Cordwainer otherwise Yeoman Deft. in a plea of the Case. in this Case it appears that there was no legal service of the Writ and this Case is ordered to be dismissed — — —

Cooley v. Rose Jan/ 65/ 1798. —

Reuben Parks of Russell in the County of Hampshire Yeoman plaintiff v. Jonathan Nolton of Westfield in said County, nailer deft. in a plea of Trespass in the Case for that the said Jonathan at said Russell on the twenty third day of October last past by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or order thirty three bushels and an half of good merchantable Rye in two months from the date with use mooning with the lawful Interest after out till paid — and the plaintiff avers that the thirty three & half bushells of Rye at the time said note was out was reasonably worth thirty four dollars — and that he has ever been ready to receive said Rye according to the conditions of said Note Yet said Jonathan altho often thereto requested hath never paid the Contents of his said Note but unjustly neglects and refuses so to do — to the damage of the said Reuben Parks the Sum of Fifty dollars. —

Parks v. Nolton Jan. /66/ 1798.

The plaintiff by his Att. appears and the defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Reuben recover of the said Jonathan the sum of twenty eight dollars damages and Costs of Suit taxed at $ 7. 24 and thereof &c.

Execution issued Jan/ 20. 1798.

Thomas Davison of Pelham in the County of Hampshire Yeoman pltff v. Henry Higgins of Greenwich in said County Yeoman Deft. in a plea of the Case for that the said Henry at said Greenwich on the sixteenth day of September in the Year of our Lord one thousand seven hundred and ninety six by his Note of that date by him subscribed for Value received promised the plaintiff to pay him or his order fifty three dollars and thirty four Cents by the sixteenth day of December then next — Yet the said Henry though often requested hath not paid said Sum but neglects it to the damage of the said Thomas Eighty dollars — The pltff by his Att. appears and the Defend altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Thomas recover of the said Henry the Sum of fifty six dollars seventy nine Cents damages and Costs of Suit taxed at $ 7. 15. and thereof &c —

Davison v. Higgins Jan/ 72/ 1798 —

Execution issued Jan/ 24. 1798

Bagg
v
Freeman
Jan. (25) 1798.

Noble Baggs of Belchertown in the County of Hampshire Yeoman plaintiff v. Simeon Freeman of Belchertown aforesaid Yeoman defend. in a plea of the case for that the said Simeon at Belchertown aforesaid on the ninth day of February last past by Note of that date by him subscribed for Value received promised the plaintiff to pay him the Sum of twenty one dollars and forty one Cents on demand with Interest till paid – Yet the said Simeon altho often requested hath not paid the same but neglects so to do to the damage of the said Noble forty dollars —
The plaintiff by Jon. Grout Gent. his Atty. appears and the defend. altho three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Noble recover of the said Freeman the Sum of twenty two dollars and Seventy Cents damages & Costs of Suit taxed at Six dollars and fifty Cents and thereof &c —

Exon issued Jan. 24. 1798.

Warner
v
Brown & al.
Jan. (26) 1798.

Elisha Warner of Belchertown in the County of Hampshire Gent. pltff v. Thomas Brown and John Thayer husbandmen and Abigail Thayer Spinster all of Belchertown aforesaid defendants in a plea of the Case for that whereas the said Thomas John and Abigail at Belchertown aforesaid on the eighth day of November in the Year of our Lord Seventeen hundred and ninety six by their note of that date by them subscribed for Value received jointly and Severally promised one Joel Green Jun. to pay him or his order One hundred dollars in twelve months from the date of s.d Note with Interest till paid – And the said Joel afterwards on the same day at Belchertown aforesaid by his order in writing on the back of said Note by him subscribed for Value received ordered the Contents thereof then due and unpaid to be paid to the said Elisha according to the tenor and effect thereof – whereof the said Thomas John and Abigail then & there had due Notice – and then and there by reason thereof become liable & chargeable in Law to pay the Contents of said Note to the said Elisha according to the tenor and effect of said Note – and then and there in consideration thereof promised the pltff to pay him the same accordingly — Yet the said Thomas John and Abigail tho often requested have not paid the Contents of said Note but each and all of them neglect so to do to the damage of the said Elisha two hundred dollars —
The pltff by Jon.a Grout Gent his Attorney appears and the defend.s altho three times publickly called to come into Court makes default of their appearance Whereupon it is considered by the Court that the said Elisha do recover of the said Thomas John and Abigail the Sum of One hundred and seven dollars and twelve Cents damages and Costs of Suit taxed at $7.06 — and thereof &c.

Exon issued Jan. 24. 1798 —

Lyman
v
White
Jan. 28. 1798.

Joseph Lyman of Northampton in the County of Hampshire Esq. plaintiff v. Gershom White of Russell in said County Joiner, defendant in a plea of trespass on the case for the said White at Russell aforesaid on the eleventh day of March last past by his Note of hand of that date for Value received promised one Artemas Bebee to pay him or order thirty three dollars and thirty three Cents at or before the first day of September then next with Interest till paid. and afterwards to wit on the same eleventh day of March the said Bebee by his indorsement on said Note with his proper hand subscribed ordered the Contents of said Note then due & to be paid to the plaintiff – Also for that the said White at said Russell on the same eleventh day of March by his other Note of hand of that date for Value received promised the ~~plaintiff~~ said Bebee to pay him or order another sum Sum of thirty three dollars and thirty three Cents at or before the first day of November then next with interest untill paid and afterwards to wit on the same eleventh

day of March the said Baker by his indorsements on the same Notes with his own proper hand ordered the Contents of said Notes then wholly due and unpaid to be paid to the plaintiff for Value received of all which the said White then afterwards had notice & thereby became chargeable to pay the Contents of the same Notes to the Pltff according to the tenor thereof and said indorsements and being so chargeable and in consideration thereof assumed upon himself and to the plaintiff then and there faithfully promised to pay him the Contents of the same Notes according to the tenor thereof and said indorsements — Yet the said White though often requested hath never paid the Contents of said Notes to said Lyman or any part thereof but unjustly neglects it to the damage of the said Joseph Lyman Eighty Dollars.

The plaintiff appears and the defend.t altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Joseph Lyman recover against the said Gershom White the Sum of fifty Dollars fifty three Cents damages and Costs of Suit taxed at $ 5 - 87 and thereof &c.

Execution issued Jan.y 20. 1798 —

Bohan King Hester & Roland Weller Yeomen both of Westfield in the County of Hampshire Executors of the last Will and Testament of Solomon Weller late of said Westfield deceased pltffs v. Asahel Clap of Northampton in the County of aforesaid Gentleman defendant, in a plea of trespass on the case for that the said Asahel at said Northampton on the twentieth day of November in the year of our Lord one thousand seven hundred and ninety three by his Note in writing under his hand of that date for Value rec.d promised the said Solomon Weller then in full life to pay him or order forty pounds ten shillings and three pence in lawful silver money which is equal to One hundred and thirty five dollars and four Cents on demand with Interest for the same untill paid — Yet the said Asahel though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Bohan and Roland the Sum of One hundred and forty dollars in their said capacity — — The pltffs by Joseph Lyman Esq. their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Bohan and Roland in their said Capacity do recover of the said Asahel the Sum of Ninety seven dollars and sixty two Cents damages and Costs of Suit taxed at $ 6 - 23 and thereof &c.

King & al. Exr. v. Clap — Jan.y 19/79/ 1798.

Execution issued Jan.y 20. 1798 —

Benjamin Prescott of Northampton in the County of Hampshire Merch.t plaintiff v. Elihu Smith, Caleb Smith Roswell Smith and Benjamin Smith, all of Hadley in said County, Yeomen, defendants in a plea of trespass on the case for that the said Elihu, Caleb, Roswell & Benjamin at said Northampton on the twentieth day of September in the year of our Lord one thousand seven hundred and ninety six by their note in writing under their hands of that date for Value received jointly and severally promised the plaintiff to pay him or order three hundred dollars on demand with Interest for the same Sum untill paid — Yet the said Elihu, Caleb Roswell and Benjamin Jun.r though often requested have not either of them paid the Contents of their Note aforesaid or any part thereof but unjustly neglect it to the damage of the said Benjamin five hundred Dollars — The plaintiff by Joseph Lyman Esq. his Attorney appears — —

Prescott v. Smith & al. Jan.y 20/ 1798

and.

And now the said Elihu, Caleb, Roswell and Benjamin by Simeon Strong their Attorney come and defend &c and reserving liberty to waive this demurrer and plead anew at the trial of appeal and agreeing not to review the action for plea say that the plaintiffs declaration is insufficient S. Strong —
And the said Benjamin Parsott by Joseph Lyman his Attorney consenting to said reservation says his declaration is sufficient and prays Judgment Jos Lyman
All which being seen and fully understood by the Court it appears to the Court that the plaintiffs declaration is sufficient — Whereupon it is considered by the Court that the said Benjamin Parsott recover against the said Elihu, Caleb, Roswell & Benjamin Junr the Sum of three hundred and twenty four dollars damages and Costs of Suit taxed at eleven dollars and thirteen Cents and thereof &c —
Whereupon the said Elihu, Caleb, Roswell and Benjamin Junr by Simeon Strong Esq their Attorney appeal from the Judgment of this Court to the supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognize with Sureties for their prosecuting the same appeal with effect. —

Foot & al
vs
Webster
Jany. 81. 1798

Enos Foot and Richard Dickinson both of Southwick in the County of Hampshire Merchants and Joint dealers in trade plaintiffs v Stephen Webster of the same Southwick Yeoman Defend^t in a plea of trespass on the Case for that the said Stephen at said Southwick on the thirteenth day of November last pay by his Note in writing under his hand of that date for value received promised the plaintiffs to pay them or their order Ten pounds six shillings & sixpence lawful money which is equal to thirty four dollars & forty three Cents on demand with use / meaning with lawful Interest for the same untill paid / Yet the said Stephen though often requested hath never paid the Contents of said Note but unjustly neglects it to the damage of the said Enos Foot and Richard Dickinson the Sum of Sixty dollars —
The plaintiffs by Joseph Lyman Esq. their Attorney appear and the defend^t altho three times publickly called to come into Court makes default of his Appearance Whereupon it is considered by the Court that the said Foote & Dickinson recover of the said Stephen $ damages and Costs of Suit taxed at $ and thereof &c —

Sheldon
vs
Root
Jan. 82. 1798

Isaac Sheldon of Northampton in the County of Hampshire plaintiff v Simeon Root of said Northampton Yeoman Def^t in a plea of trespass on the Case for that the said Root at Northampton aforesaid on the eighteenth day of May last past by his Note in writing under his hand of that date for value received promised the plaintiff to pay him the Sum of Sixty six dollars and Sixty Six Cents by the first day of September then next ensuing meaning to pay Interest for the same till paid — Yet the said Root though often thereto requested hath never paid the Contents of said Note — but unjustly neglects it to the damage of the said Isaac Ninety dollars —
The plaintiff by Joseph Lyman Esq. his Attorney appears and the defend^t altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Isaac recover of the said Simeon the Sum of Sixty nine dollars and thirty three Cents damages and Costs of Suit taxed at $ 5-27 and thereof &c. —

Execution issued March 16. 1798 —

Lyman vs Parker Jan./ 23/ 1798—

Erastus Lyman of Northampton in the County of Hampshire, Gentleman plaintf. vs. Silas Parker of Hawley in said County Gentn defendt. otherwise called Silas Parker of Hawley in said County Yeoman defendant in a plea of trespass on the Case for that the said Silas at Southampton in said County, on the twenty first day of October in the year of our Lord One thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised one Artemas Loomis to pay him or order One hundred & three dollars by the first day of December then next with Interest for the same untill paid And afterwards to wit on the same twenty first day of October aforesaid at Northampton aforesaid the said Artemas Loomis by his indorsement on the same Note ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff for Value received of all which the said Silas then and there had notice and thereby became chargeable to pay the Contents of the same Note to the Pltff according to the tenor thereof and the said indorsement and being so chargeable in consideration thereof promised the plaintiff to pay him the Contents of said Note according to the tenor thereof and the indorsement aforesaid— Yet the said Silas though often thereto requested has not paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Erastus One hundred & forty dollars. The plaintiff by Joseph Lyman Esq his Atty appears and the Defendant altho three times publickly called to come into Court makes default of his appearance— Whereupon it is considered by the Court that the said Erastus do recover of the said Silas the Sum of One hundred and four dollars damages and Costs of Suit taxed at $5.87 and thereof &c — — —

Exam issued Jan 20. 1798.

Pearsall vs Weller Jan./ 26/ 1798

Thomas Pearsall of the City County and State of New York Merchant plaintiff vs Aaron Weller of Westfield in the County of Hampshire Joiner defendt. in a plea of trespass on the Case for that the said Weller at Westfield aforesaid on the eighteenth day of January in the year of our Lord One thousand seven hundred and ninety four by his note in writing under his hand of that date for Value received promised one Aaron Gillett to pay him or order the Sum of Six pounds five shillings which is equal to twenty dollars and eighty three Cents on demand with annual interest for the same untill paid. and afterwards to wit on the same eighteenth day of December at said Westfield the said Aaron Gillett by his indorsement on the same note by his own proper hand subscribed, assigned the same Note to the plaintiff and ordered the Contents thereof then wholly due and unpaid to be paid to the plaintiff for Value had and received of all which the said Aaron Weller then and there had due notice and thereby became liable and chargeable in Law to pay the Contents of said Note to the plaintiff equable to the tenor of said Note and the indorsement thereon and being so liable and chargeable then and there in consideration thereof promised the Pltff to pay him the same accordingly— Yet the said Weller altho often requested hath never paid the Contents of the same Note or any part thereof but unjustly neglects it to the damage of the said Thomas forty dollars — The pltff by Joseph Lyman Esq. his Atty appears and the Deft. altho three times publickly called makes default of his appearance— Whereupon it is considered by the Court that the said Thomas recover of the said Aaron the Sum of $ 24.78 damages and Costs of Suit taxed at $ 7.01 — and thereof &c. —

Exam issued Jan/. 20. 1798

Kellogg vs Wait
Jany. 8d 1798

Samuel Kellogg of Westfield in the County of Hampshire Merchant plaintiff vs. Jonathan Wait of Chester in said County Yeoman defendt in a plea of Trespass on the Case for that the said Wait at said Chester on the first day of August last past by his Note in writing under his hand of that date for Value received promised one Enoch Bush and Flower to pay them or order Seven pounds eighteen shillings and nine pence halfpenny equal to twenty six dollars and forty six Cents in Sixty days (meaning sixty days from the date of said Note) with interest for the same untill paid - And afterwards to wit the same first day of August aforesaid at Chester aforesaid the said Bush and Flower by their indorsement on said Note by their proper hands subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the plaintiff for Value received of which the d Wait there afterwards had Notice and thereby became chargeable to pay the Contents thereof to the Pltff according to the tenor thereof and the said indorsement — and being so chargeable and in consideration thereof promised the Pltff to pay him the same as aforesaid - Yet the said Wait altho often requested hath not paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Samuel Forty dollars —
The plaintiff by Joseph Lyman Esq his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Wherefore it is considered by the Court that the said Samuel do recover of the said Jonathan the Sum of Twenty seven dollars and seventeen Cents damages and Costs of Suit taxed at $6.99 and thereof &c — — —
Execution Jan. 20th 1798.

Brock & al vs Nichols —
Jan. 9d 1798

Robert Brock Esq and John Brock both of Northampton in the County of Hampshire Merchants and Joint dealers in trade under the firm & Name of Robert Brock and Son plaintiffs vs George Nichols of Amherst in the County of Hampshire Yeoman otherwise called George Nichols of Amherst in d County Gentleman defendant - in a plea of the Case for that the said George at Northampton aforesaid on the twenty fifth day of November in the Year of our Lord One thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised the Pltffs under the Name and Firm of Robert Brock and Son to pay them or order the Sum of one hundred and thirty dollars Lawf. meaning lawful money on demand with the lawful Interest for the same Sum till paid - Yet the said George though often requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Robert Brock & Son the Sum of two hundred dollars —
The plaintiffs by Joseph Lyman Esq. his Attorney appears and the Deft altho three times publickly called to come into Court makes default of his appearance here - Wherefore it is considered by the Court that the said Robert Brock and Son recover of the said George the Sum One hundred and thirty eight dollars and ninety four Cents damages and Costs of suit taxed at five dollars and forty three Cents and thereof &c —
After which the said George by Simeon Strong Esq. his Attorney comes here into Court and appeals from the Judgment of this Account to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Sureties for his prosecuting the same appeal with effect. —

Same vs Gates
Jan. 02. 1798.

Robert Brock Esq. and John Brock both of Northampton in the County of Hampshire Merchants and Joint Dealers in trade under the Name and Firm of Robert Brock and Son plaintiffs vs Ezra Gates of Conway in the County of Hampshire Blacksmith otherwise called Ezra Gates of

Conway in said County Yeoman in a plea of trespass on the Case, for that the said Ezra at Northampton aforesaid on the seventh day of July in the Year of our Lord One thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value recieved promised the plaintiffs under the name and firm of Robt & Bruch and Son to pay them or order thirty one dollars and eighty four Cents on demand with Interest for the same untill paid Yet the said Ezra though often thereto requested hath never paid the Contents of said Note or any part thereof but unjustly neglects it to the damage of the said Robert Bruch and John Bruch fifty dollars. — —

The plaintiffs by Joseph Lyman their Attorney appear and the Defendant altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Robt Bruch and John Bruch recover of the said Ezra the sum of thirty four dollars & seventy five Cents damages and Costs of Court taxed at $ 5-43 and therefor &c —

Execution issued Sept. 20. 1798 —

Robert Bruch Esq. and John Bruch both of Northampton in the County of Hampshire Merchants and Joint dealers in trade plaintiffs vs Elihu Searl of East Hampton in said County Yeoman Defdt in a plea of trespass on the case, for that the said Elihu at Northampton aforesaid on the last day of March last past being justly indebted to the pltffs in the sum of twenty one dollars and twenty one Cents to be allowed Accounts for divers goods Wares and Merchandizes there before that time sold and delivered at his special instance and request, and being so indebted then and there in consideration thereof assumed upon himself and to the Pltffs then and there in consideration thereof promised the plaintiffs to pay them the same Sum on demand. —

The plaintiffs by Joseph Lyman Esq. their attorney appear and the Defdt altho three times publicly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court, that the said Robert Bruch and John Bruch recover of the said Elihu the sum of seventeen dollars twenty one Cents damages and Costs of Suit taxed at $ 5-15 — and therefor &c.

Execution issued April 2 1799

Same vs Searl — Sept. 194 1798.

Robert Bruch Esq. and John Bruch both of Northampton in the County of Hampshire Merchants and Joint dealers in trade under the Name & firm of Robert Bruch and Son plaintiffs vs William White of Whately in said County Joiner defendant — in a plea of trespass on the case for that the said William at Northampton aforesaid on the first day of March last past being justly indebted to the said Pltffs in the sum of twenty eight dollars & sixty one Cents for divers goods Wares and merchandizes there before that time sold & delivered at the special instance and request of the said William — and being so indebted then and there in consideration thereof assumed upon himself and then and there faithfully promised the pltffs to pay them the same Sum on demand. — — — hereon follows a Count for Goods sold and delivered with a quantum valebat as on file / Yet the said William altho thereto often requested has not performed his said promise but neglects it to the damage of the said Robert and John forty five dollars —

The plaintiffs by Joseph Lyman Esq. their Attorney appear and the Defdt altho three times publicly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Robert and John do recover of the said William the Sum of twenty eight dollars sixty one Cents damages and Costs of Suit taxed at $ 5. 47. and therefor &c —

Execution issued March 16. 1798 —

Same vs White — Sept. 195. 1798 —

Deming
vs
Watkins
Jan. 100 1798.

Henry Demings of Weathersfield in the County of Hartford and State of Connecticut Trader, plaintiff vs Phineas Watkins of Partridgefield in the County of Berkshire Husbandman Defendt. in a plea of trespass on the Case and thereupon the said Henry complains of this to wit for that the said Phineas said Partridgefield to wit at Northampton aforesaid on the twenty sixth day of June last past by his promissory note in writing under his hand of that date for value received promised one Aaron Barnett to pay him or his order Seventy Dollars by the first day of December then next ensuing the date of said Note with Interest all paid — and afterwards to wit on the thirteenth day of October last at Northampton aforesaid the said Aaron by his indorsement in writing on said Note with his own proper hand subscribed for Value recd. ordered the Contents of said Note then wholly due and unpaid to be paid to the pltff. for Value of him then had and received of all which the said Phineas then and there had due Notice and so became liable and chargeable to pay the said Contents of the said Note to the said Henry and being so liable and chargeable he the said Phineas then and there in consideration thereof assumed on himself and to the said Henry then and there faithfully promised to pay him the Contents of said Note according to the tenor thereof and the indorsement thereof. Yet the said Phineas though often requested hath never paid the Contents of said Note but refuses to do it. To the damage of the said Henry Fifty dollars. — — —
The plaintiff by Jno C Williams Esq his Atty appears and the Defendt. altho three times publicly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Henry recover of the said Phineas the Sum of twenty dollars and seventy one Cents damages and Costs of Suit taxed at $ 7.39 and thereof &c —
Execn issued Jan. 26th 1798. —

Ludden
vs
Withrell
Jan. 103. 1798.

Elisha Ludden of Chesterfield in the County of Hampshire Trader plaintiff Samuel Withrell Junr. of the same Chesterfield yeoman Deft. in a plea of the Case for that the said Samuel at said Chesterfield on the sixteenth day of March last past by his Note in writing under his Hand of that date for Value received promised the pltff to pay him or his order four pounds fourteen shillings and five pence equal to fifteen dollars and seventy five Cents on demand with Interest. — Yet the said Samuel tho often requested hath never paid the Contents of said Note but unjustly neglects it — to the damage of the said Elisha Thirty dollars —
The plaintiff by B. Parsons his Atty appears and the Defl. altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Elisha recover against the said Samuel the Sum of Sixteen dollars and fifty Cents damages & Costs of Suit taxed at $ 6-30 and thereof &c —
Execn issued Jan. 26. 1798 —

Bailey
vs
Denison
Jan. 103. 1798.

Joseph S. Bailey of Chesterfield in the County of Hampshire pltff. vs Samuel Denison of Conway in said County Blacksmith Deft. in a plea of trespass on the Case for that the said Samuel at said Chesterfield on the twenty fifth day of January last past by his promissory Note in writing under his hand of that date for Value received promised the Pltff to pay him or order the Sum of four pounds one shilling and one penny Lawf. equal to thirteen dollars and fifty two Cents on demand with Interest — Yet the said Samuel altho requested has not paid the Contents of said Note but neglects it to the damage of the said Joseph forty Dollars — The pltff. by his Atty. appears and the Defl. altho three times publicly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Joseph recover of the said Samuel the Sum of $ 14.17. damages & Costs of Suit taxed at $ 6. 50 and therefore

Shepherd vs Sprague Jan. /110/ 1798.

Lewis Shepherd of Northampton in the County of Hampshire Merchant plaintiff vs John Sprague of Chesterfield in the same County Gentleman Deft. in a plea of the Case for that the said John at said Northampton on the fourteenth day of May in the Year of our Lord one thousand seven hundred and ninety six by his promissory Note under his hand of that date for Value received promised the said Lewis to pay him or his order twenty five dollars and eighty six Cents on demand with Interest — Yet the said John tho often requested hath never paid the same but neglects it — to the damage of the said Lewis Thirty dollars.

The plaintiff by Bd Parsons Gent. his Attorney appears and the Defendant altho three times publicklly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Lewis recover against the said John the Sum of Twenty five dollars, fifteen Cents damages and Costs of Suit taxed at $5-31. and thereof &c.

Execution issued Sept. 26. 1798.

Hamilton vs Wallcott — Jan. /112/ 1798.

Samuel Hamilton of Chesterfield in the County of Hampshire Yeoman pltff. vs Samuel Wallcott of Williamsburg in the County of Hampshire Yeoman Deft. — This Case was entered — The plaintiff comes not — the defendant is defaulted and this Case is dismissed

Granger vs Barbank Jan. /113/ 1798.

Amos Granger of Suffield in the County of Hartford and State of Connecticut Esq. plaintiff vs Shem Barbank of Granville in the County of Hampshire Gentleman Defend. in a plea of debt for that whereas the said Amos at said Suffield on the ninth day of November in the Year of our Lord seventeen hundred and ninety six by the Consideration of Asahel Stathway Esq. one of the Justices of the peace in and for the County of Hartford aforesaid recovered Judgment against the said Shem for the sum of Eleven dollars and eighty four Cents damages and three dollars and thirteen Cents Costs of the same Suit as by the record thereof before the same Justice remaining appears, which said Judgment remains in full force, wholly unsatisfied and unpaid — although Execution hath issued thereon — Whereby an action hath ~~not~~ accrued to the pltff to have demand and receive against the said Samuel the said Sum of Eleven dollars and eighty four Cents damage and the said Sum of three dollars & thirteen Cents Costs aforesaid together with twenty three Cents Costs of Execution and one dollar and thirty four Cents Officers fees on the return of said Execution amounting in the whole to sixteen dollars fifty four Cents — Yet the said Shem tho requested and demanded hath not paid the the Sum last mentioned or any part thereof but detains it to the damage of the said Amos forty dollars. —

The plaintiff by his Attyr. appears and the Deft. altho three times publicklly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Amos recover of the said Shem Seventeen dollars and fifty four Cents damages and Costs of Suit taxed at $8 D. 97. and thereof &c. —

Execution issued Jan. 19. 1798.

Atwater vs Carter — Jan. /117/ 1798.

Russell Atwater of Blanford in the County of Hampshire Gentleman plaintiff vs Nehemiah Carter of Southwick in said County Cordwainer deft. in a plea of trespass on the case for that whereas the said Nehemiah at said Blanford on the third day of November in the Year of our Lord one thousand seven hundred and ninety six by his promissory note in writing under his Hand of that date for Value received promised the said Russell six months after date to pay him fifty three dollars with Interest — Also for that whereas the said Nehemiah at said Blanford on the same day was justly indebted to the said Russell in another Sum of Seventy dollars for so much money then before that time lent and received by him the said Nehemiah to

to the use of the said Russell had and receiv'd and being so indebted he the said Nehemiah then and there in consideration thereof promised the said Russell to pay him the same Sum on demand — Yet the said Nehemiah though often requested hath never paid either of said Sums or any part thereof but unjustly neglects it to the damage of the said Russell three hundred dollars.

The plaintiff by his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here. Whereupon it is considered by the Court that the said Russell do recover of the said Nehemiah the Sum of One hundred and twenty six dollars and eighty two Cents damages and Costs of Suit taxed at $7.44 and therefor &c.

Execution Jany 27. 1798.

Atwater & al. v. Noble Jan. 118. 1798.

Reuben Atwater and Russell Atwater both of Blanford in the County of Hampshire Traders and joint dealers in Merchandize pltffs. v. Reuben Noble of said Russell Yeoman otherwise called Reuben Noble of Southwick in said County Yeoman Defendt. in a plea of trespass on the Case for that whereas the said Reuben by his promissory Note of hand of that date for Value received promised at said Blanford on the nineteenth day of June last past by his promissory Note of hand of that date for Value received promised one Jedediah Smith to pay him or his order the sum of Seven dollars on demand with Interest — and afterwards to wit the same day the said Jedediah by his indorsement in writing on said Note by his own proper hand being thereunto subscribed ordered & directed the Contents aforesaid of the Note aforesaid then wholly due and unpaid to be paid to the said Reuben and Russell Atwater for Value received to wit at said Blanford and by means of the Premises the said Reuben Noble became & was liable to pay the same Contents to the Pltffs. and being so liable then and there in consideration thereof the said Reuben assumed on himself and then & there faithfully promised the plaintiffs to pay them the same Contents according to the tenor and effect of the said Note and the said indorsement — and also for that the said Reuben Noble on the same day at said Blanford unjustly indebted to the plaintiffs in another Sum of Nine dollars and Seventy two Cents for divers goods Wares and Merchandizes then before that time by the Pltffs. to the said Reuben Noble and at his request sold and delivered and being so indebted he the said Reuben Noble then and there in consideration thereof assumed on himself & faithfully promised the Pltffs. to pay them the same sum on demand. Yet the said Reuben Noble altho often thereto requested the same sums has not paid but neglects it to the damage of the said Reuben Atwater and Russell Atwater the Sum of sixty dollars.

The pltffs. by Eli P. Ashmun their Attorney appear and the Defendt. altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Reuben Atwater and Russell Atwater recover against the said Reuben Noble the sum of Seventeen Dollars and Seven Cents damages and Costs of Suit taxed 1 $7.36. and therefor &c.

Execution Jan. 27. 1798.

Boies v. Brown & al. Jan. 122. 1798.

Samuel Boies the second of Blanford in the County of Hampshire Innkeeper pltff. v. William Brown 3 and James Brown of said Blanford Yeoman Defts. in a plea of trespass on the case for that whereas the said William & the said James by the Name and description of James Brown Jr. at Blanford on the twenty seventh day of October in the year of our Lord one thousand seven hundred and ninety six by his promissory Note in writing under his Hand of that date for Value received promised the said Samuel to pay him or his order the Sum of twenty six dollars and twenty eight Cents on demand with Interest — Yet the said William and James or either of them the other or others have never paid said Sum but unjustly neglect & refuse so to do —

To the damage of the said Samuel forty dollars. —
The plaintiff by his Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Samuel recover of the said William and James the Sum of twenty eight dollars and twenty one Cents damages and Costs of Suit taxed at $7.62 and thereof &c.

Execution issued Jan. 27. 1798.

Samuel Stiles of Chester in the County of Hampshire plaintiff v. Jonas Henry of the same Chester Yeoman Defendt in a plea of Trespass for that the said Jonas at Chester on the eleventh day of December current with force and arms an assault made in and upon the body of the said Samuel and him the said Samuel then and there with like force and arms with hands fists and feet beat wounded and evil treated, so that his Life was greatly despaired of and other wrongs and Injuries to the said Samuel the said Jonas then and there did against the Peace and dignity of the Commonwealth and to the damage of the said Samuel One hundred dollars. — — And the said Samuel and Jonas the parties in this case entry into a rule of reference and submit this Case to Hugh Kelso. Ariel Barns and Asa Slayton — who now send their Award into Court as follows — that the said Jonas pay to the said Samuel the Sum of Ten dollars damages and twelve dollars and eighty one Cents Costs of Suit — and Costs of Court to be taxed by the Court — which Award being read here in Court the same is accepted of by the Court — Whereupon it is considered by the Court that the said Samuel recover of the said Jonas the Sum of Ten dollars damages and Costs of Suit taxed at $ 10.85 — and thereof &c.

Stiles v. Henry Jan. 12th 1798

Execution issued Jan. 27. 1798.

Jared W. Knowlton of Blanford in the County of Hampshire Yeoman Pltff v. James McClear of Russell in said County Weaver Defendt in a plea of Trespass on the Case for that whereas the said James at said Blanford on the thirteenth day of June in the Year of our Lord seventeen hundred and ninety five by his promissory note of hand of that date for Value received promised the Pltff to pay him fifty dollars by the first day of April in the Year of our Lord seventeen hundred and ninety seven with lawful Interest till paid — Yet the said James though often requested has not performed his said promise but neglects & refuses to do it — to the damage of the said Jared W. fifty dollars —
The pltff by Elisd Ashman Gent. his Attorney appears and the defendt at the three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Jared recover of the said James the Sum of forty six dollars fourteen Cents damages & Costs of Suit taxed at $ 7.66 and thereof &c. —

Knowlton v. McClear Jan. 7. 126. 1798.

Execution issued Jan. 27. 1798.

Abel Dowry of Becket in the County of Berkshire Gentleman plaintiff v. Jonas Henry of Chester in the County of Hampshire Yeoman defendt in a plea of Trespass on the Case for that whereas the said Jonas at Becket to wit at said Northampton on the twenty seventh day of June in the year of our Lord one thousand seven hundred and ninety five by his Note in writing of that date by his proper hand subscribed for Value received promised the said Abel to pay him eleven pounds ten shillings equal to thirty eight dollars & thirty three Cents in one year from the date with Interest after out — Yet the said James tho often requested has not performed his said promise but unjustly neglects and refuses to do it — to the damage of the said Abel

Dowry v. Henry Jan. 125. 1798.

seventy dollars — The plaintiff by his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Abel recover of the said Jonas the Sum of $ damages and Costs of Suit taxed at $ and thereof &c. —

Nutt v. Alford Jan. 130 1798.

Susanna Nutt of Blanford in the County of Hampshire Widow plaintiff v. Abner Alford of Lenox in the County of Berkshire Yeoman defendant in a plea of trespass on the Case &c as by Writ on file. On motion the plaintiff has leave to discontinue.

Hayes v. Mather - Jan. 131 1798

Luther Hayes of Granville in the County of Hampshire Saddler plaintiff v. Thomas Mather of Norwich in said County Yeoman Deft. in a plea of trespass on the case for that whereas the said Thomas at Westfield in said County on the twenty fifth day of March last past by his Note under his hand of that date for Value received promised the Pltff to pay him the sum of fifteen dollars to be paid by the first day of September then next with Interest till paid. Yet the said Thomas altho often requested the same Sum has not paid but unjustly neglects and refuses so to do — to the damage of the said Luther Thirty dollars. —
The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Luther recover against the said Thomas the Sum of fifteen dollars eighty seven Cents damages and Costs of Suit taxed at $ 8.52 and thereof &c.

Execution issued Jan. 27. 1798 —

Otis & a. v. Robinson Jan. 133. 1798.

William Otis of Cummington in the County of Hampshire Trader & ~~Alexander~~ Fobes of Windsor in the County of Berkshire Trader, late joint Traders under the firm of Otis & Fobes — plaintiffs v. Oliver Robinson of Plainfield in the County of Hampshire Yeoman alias Tyler Deft. in a plea of trespass on the Case for that whereas the said Oliver at Cummington aforesaid on the twenty eighth of September in the year of our Lord one thousand seven hundred and ninety seven by his promissory note in writing under his hand of that date for Value received promised the Pltffs to pay them or order the Sum of five pounds three shillings and one penny equal in value to the sum of Seventeen dollars eighteen Cents and one Mill — by the first day of October then next ensuing with Interest. Yet the said Oliver altho often requested and the time of payment is now past has not paid said Sum but neglects and refuses so to do — to the damage of the said Otis & Fobes fifty dollars. —
The plaintiffs by their Atty. appear and the Deft. altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said ~~the~~ Otis & Fobes recover against the said Robinson the Sum of Seventeen dollars forty five Cents damages and Costs of Suit taxed at $ 7.50 and thereof &c. —

Execution Janr. 20. 1798.

Same v. Meyers Jan. 134. 1798

William Otis of Cummington in the County of Hampshire Trader and Alexander Fobes of Windsor in the County of Berkshire Trader late joint Traders under the firm of Otis & Fobes pltffs v. John Meyers of Peacefield in the County of Hampshire Yeoman defend. in a plea of trespass on the Case — in a plea of the Case for that whereas the said John at Worthington aforesd on the fifteenth day of August in the year of our Lord one thousand seven hundred and ninety seven by his promissory Note under his hand of that

date for Value received promised the said Otis and Fobes to pay them or order the Sum of Six pounds ten shillings and four pence equal in Value to twenty one dollars and Seventy ~~five~~ two Cents and two mills on Demand, by the first day of October then next ensuing, with Interest — Yet the said John altho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Otis & Fobes fifty dollars.
The plaintiffs by Joshua Bushman their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Otis and Fobes do recover against the said John twenty two dollars and twenty eight Cents damages and Costs of Suit taxed at $7.83 and thereof &c.

Execn issued Jany 28. 1798

William Otis of Cummington in the County of Hampshire Trader and ~~Thy~~ Ebenezer Fobes of Windsor in the County of Berkshire Trader pltffs. vs. Francis Eldred of Hawley in the County of Hampshire Yeoman Deft. in a plea of the case for that whereas the said Francis at Cummington aforesaid on the ninth day of December in the year of our Lord seventeen hundred and ninety six by his promissory note in writing by him subscribed of that date for Value received promised the said Otis & Fobes to pay them or order the sum of fourteen shillings and two pence equal to two dollars, thirty three Cents & three mills, to be paid in six months from the date with Interest till paid which time of payment is past Yet the said Francis altho often requested hath never yet paid the same but neglects it — and also for that whereas the said Francis at Cummington aforesaid on the seventeenth day of April in the Year of our Lord Seventeen hundred and ninety seven by his one other tho different promissory Note in writing of that date by him subscribed then & there for Value received promised the said Otis & Fobes to pay them or their order one other different Sum of two pounds fifteen shillings and three pence, equal in value to the sum of nine dollars twenty Cents and eight mills in five months from the date with Interest till paid — which time is now past — Yet the said Francis altho often requested has not paid the last mentioned Sum but neglects it — And also for that whereas the said Francis at Cummington aforesaid on the eighteenth day of April in the year of our Lord seventeen hundred and ninety Seven by his one other the different note of that date then & there for Value received promised the said Otis & Fobes to pay them or order one other sum of Eight Dollars and fifty two Cents by the first day of August then next ensuing with Interest — which time of payment is now past — Yet the said Francis altho often thereto requested hath never paid the last mentioned Sum or either of said Sums but neglects and refuses to do it to the damage of the s.d Otis & Fobes forty dollars.
The plaintiff by his Attorney J. Bushman Gent. appears and the defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Otis and Fobes recover against the said Francis the Sum of twenty one dollars and eight Cents damages and Costs of Suit taxed at $7.63 and thereof &c.

Same vs. Eldred Jany. 135. 1798.

Execn issued Jany 28. 1798

William Dall of Boston in the County of Suffolk Merchant pltff. Dependence French Bryant of Cummington in the County of Hampshire Blacksmith Defend. in a plea of the Case for that whereas the said Dependence French at Plainfield in said County of Hampshire on the fifth day of February in the Year of our Lord Seventeen hundred and ninety seven by his promissory Note under his hand of that date for Value received promised one Jonathan Perkins to pay him or his order the sum of Six pounds equal to twenty dollars on demand with Interest — and thereafterwards, to wit, on the same day and Year aforesaid the Contents of said Note being wholly due and unpaid the said

Dall vs Bryant Jany 13d. 1798

Jonathan for Value received of the said William by his indorsement in writing on said Note at Plainfield aforesaid ordered the Contents of said Note to be paid to the s'd William of which the said Bryant then and there at Plainfield aforesaid had notice and thereby became obliged to pay the said Note to the said William according to the tenor and effect thereof and the said Bryant then and there in consideration thereof promised the said William so to do - Yet the said Bryant altho often thereto requested hath never yet paid the same or any part thereof but neglects it - to the damage of the said William forty dollars. —

The plaintiff by his Att'y. appears and the Defend'. altho three times publickly called to come into Court makes default of his appearance here - whereupon it is considered by the Court that the said William recover against the said Bryant the Sum of twenty dollars twenty two Cents damages and Costs of Suit taxed at $ 8-31. and thereof &c.

Exon issued Jan'y 20. 1798 —

Perkins vs Robinson Jan. 13 1798.

Jonathan Perkins of Plainfield in the County of Hampshire Trader plaintiff vs. Oliver Robinson of said Plainfield Yeoman alias Taylor defendant, in a plea of the Case for that whereas the said Oliver at said Plainfield on the day of the purchase of this Writ being justly indebted to the said Jonathan in the Sum of thirty six dollars to balance book accounts for divers goods Wares and merchandizes by him the said Jonathan before that time sold and delivered to him the said Oliver and at his request according to the Schedule annexed thereunto and there the said Oliver being so indebted in consideration thereof promised the said Jonathan to pay him the same Sum on demand — (see the other Count on file) Yet the said Oliver altho often requested hath never paid the same but unjustly neglects it to the damage of the said Jonathan Sixty Dollars. —

The plaintiff by his Att'y. appears and the defendant altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Jonathan recover of the said Oliver thirty six dollars damages and Costs of Suit taxed at $ 6-99 — and thereof &c.

Exon issued Jan'y 20th 1798.

Same vs Richards Jan. 14th 1798.

Jonathan Perkins of Plainfield in the County of Hampshire. Trader Plff vs James Richards of the same Plainfield Gent. defend'. in a plea of the Case for that whereas the said James at said Plainfield on the day of the purchase of this Writ being justly indebted to the said Jonathan in the Sum of twenty six dollars fifty four Cents and two mills due in balance of accounts for divers goods Wares and merchandizes by him the said Jonathan sold and delivered him the s'd James and at his request account annexed, the said James then and there in consideration thereof promised the said Jonathan to pay him the same Sum on demand — Yet the said James altho often requested has not paid the same but neglects it — to the damage of the said Jonathan Sixty dollars. —

The plaintiff by his Att'y. appears and the Def't altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Jonathan recover of the said James twenty six dollars & fifty four Cents damages and Costs of Suit taxed at — $ 7-7 and thereof &c.

Exon issued Jan'y 20th 1798.

Strong vs Fairman Jan. 14th 1798

Ichan Strong of Norwich in the County of Hampshire Yeoman plff vs. Samuel Fairman late of Norwich in said County Husbandman Def't. in a plea of trespass on the Case for that the said Samuel at Norwich aforesaid on the twelfth day of November last past by his Note of hand of that date for Value received promised the plaintiff to pay him or his order the Sum of Thirty five dollars and fifty two Cents on demand with Interest from the date

on bill paid Yet the said Samuel tho often requested hath never paid the same but neglects it — To the damage of the said Bohan fifty dollars — The plaintiff by C. Strong Esq. his attorney appears and the Defend. altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Bohan recover of the said Samuel the sum of thirty six dollars forty one Cents damages and Costs of Suit taxed at $ 6-17 and thereof &c

Exon issued Jan. 24. 1798

Rogers vs Phillips Jan. 148. 1798

George Rogers of Northampton in the County of Hampshire Physician, plaintiff, vs. Jonathan Phillips resident at Northampton aforesaid Yeoman Def. in a plea of trespass on the case for that whereas the said George at said Northampton on the eighteenth day of July last past had done and performed for one Jonathan Phillips (in his life time who is now deceased) the father of the said Jonathan first above named divers labour and services in the business of a Physician and had administered to the said Jonathan now deceased in his life time divers medicines and medicinal potions at his the same Jonathan's special instance and request in consideration thereof he the said Jonathan then and there promised the plaintiff to pay him therefor so much money as he the said George for the same labour & services medicines and medicinal potions ought to have on demand and the Pltff says he ought to have therefor the sum of Thirty dollars of which he then and there gave Notice to the said Jonathan there afterwards on to the twenty first day of July last past did said sums being then wholly due and unpaid and afterwards to wit on the first day of August last past at said Northampton the Goods and Chattels which were of the same Jonathan at the time of his death came to the hands and possession of the defendant ~~by~~ Justice were by him there & there used and disposed of to his own benefit, which same goods and Chattels were sufficient to pay all the debts of the deceased — and the said Jonathan the Def. there afterwards on the second day of November instant in consideration of the premises promised by his Note in writing to pay to the plaintiff his reasonable ~~demand~~ against the estate of the said Jonathan Phillips deceased — and the plaintiff says his reasonable demand against the said Jonathan deceased amounts to said sum of thirty six dollars of which the said defendant there instantly had Notice — also &c as on file Yet the said Jonathan though often requested hath never paid said sum or ever performed his promise aforesaid but neglects it to the damage of the said George forty dollars.

The plaintiff by Caleb Strong Esq. his Attorney appears and the defend. although three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court, that the said George recover of the said Jonathan the sum of Thirty dollars damages and Costs of Suit taxed at $ 5. 7 and thereof &c.

Exon issued Jan. 24. 1798

Wheelock vs Rogers & ag. Jan. 156. 1798

Ralph Wheelock of Sturbridge in the County of Worcester Gent. plaintiff vs. Moses Rogers late of Ware in the County of Hampshire Husbandman Defend. in a plea of debt for that whereas the said Ralph Wheelock by the consideration of our Justices of our Court of Common pleas held at Northampton within and for our County of Hampshire on the monday preceding the second tuesday of November in the year of our Lord one thousand seven hundred and ninety six recovered Judgment against the d. Moses Rogers for the sum of Thirty seven dollars and fifteen Cents damages and Costs of Suit taxed at seventeen dollars and seventeen Cents as that by record appeared as by the records of our said Court there remaining reference thereto being had may appear, which Judgment still remains in full force effect and virtue not reversed annulled or satisfied

ied and the said Ralph Wheelock hath sued out two Writs of Execution on said Judgment and committed them to a proper officer to collect - and the same executions are returned wholly unsatisfied - whereby an action accrues to the said Ralph Wheelock to demand and have of the said Moses Rogers the Sums aforesaid amounting in the whole to the Sum of fifty four dollars and thirty two Cents for and fifty Cents for Costs of Executions & Jgt - Yet the said Moses though often requested hath not paid the same but unjustly neglects it to the damage of the said Ralph One hundred dollars - And whereas the said Ralph saith that the said Moses has not in his own hands and possession, goods and estate to the Value of One hundred Dollars aforesaid which can be come at to be attached, but has entrusted to and deposited in the hands and possession of Gideon Chapin of Rowe in said County Gentleman trustee of the said Moses, goods, effects, and Credits to the said Value - We Command you therefore &c. — — — — —

The plaintiff by Abner Morgan Esq. his Attorney appears and the Deft. altho three times publickly called to come into Court makes default of his appearance - And the Gideon Chapin the said agent and trustee aforesaid being three times publickly called also makes default of his appearance - Whereupon it is considered by the Court that the said Ralph Wheelock do recover of the said Moses Rogers in the hands of the said Trustee the Sum of Fifty eight dollars Sixty five Cents damages and Costs of Suit taxed at $10-11 and thereof &c.

Exon issued Jan.y 20 1798.

Williams vs Laird Jan. 15.y 1798

David Williams of Munson in the County of Hampshire Husbandman plaintiff vs Stephen Laird of the same Munson Husbandman Defend.t in a plea of the Case for that the said Stephen at said Munson on the Seventeenth day of December in the year of our Lord One thousand seven hundred and ninety six by his promissory Note of Hand by him subscribed of that date for Value received promised the said David to pay him the Sum of Twenty four pounds lawful money - equal to eighty dollars by the first day of October next after the date of said Note with Interest till paid - Yet the said Stephen tho often requested hath not paid the Contents of said Note but neglects it - to the damage of the said David Fifty dollars - The plaintiff by his Att.y appears and the Defend.t although thrice ~~often requested before~~ three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said David recover of the said Stephen the Sum of twenty seven dollars and fifty seven Cents damages and Costs of Suit taxed at $8-45 & thereof &c.

Exon issued Jan.y 20 1798.

Cutler vs Thompson & al. Jan.y 16.y 1798.

John Cutler of Brookfield in the County of Worcester Esq. plaintiff vs Moses Thompson of Ware in said County Yeoman and Seva Pond of Palmer in said County Yeoman Defend.ts - in a plea of the Case for that the said Thompson & Pond at Brookfield to wit at Northampton aforesaid on the third day of August in the Year of our Lord seventeen hundred and ninety seven by their promissory Note of that date for Value received jointly and severally promised the plff to pay him or his order fifty dollars and Sixty four Cents on demand with Interest - Yet the said Thompson and Pond altho often thereto requested by the Plff. have not paid him the same nor has either of them but neglect it - To the damage of the said John One hundred dollars

The plaintiff by his Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said John recover of the said Thompson and Pond the sum of fifty two dollars and four Cents damages and Costs of Suit taxed at $ 8 0 36 and thereof &c.

Exon issued Jany 25th 1798.

Nehemiah Newcomb of Greenwich in the County of Hampshire Yeoman Pltff vs. Solomon Bush of Ware in the same County Yeoman Deft. in a plea of the Case for that the said Solomon at said Ware on the thirteenth day of September in the Year of our Lord one thousand seven hundred and ninety Six by his promissory note of hand of that date for Value Recd promised the plaintiff to pay him or his order the sum of Eighty dollars to be paid in nine months from said Note with Interest — Yet the said Solomon tho thereto by the plaintiff often requested has not paid the same sum but neglects it to the damage of the said Nehemiah the Sum of One hundred and fifty dollars. —

Newcomb vs Bush Jan. 16 2. 1798

The plaintiff by Dr Merrick Gent his Attorney appears and the Defendt at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Nehemiah recover of the said Solomon the Sum of Eighty six dollars twenty seven Cents Damages and Costs of Suit taxed at $ 7 0 60 and thereof &c.

Exon issued. Jany 25. 1798.

Jonathan Leavett of Greenfield in the County of Hampshire Gent. pltff vs. Hart Dalrymple and David Dalrymple the third both of Coldrain in said County Yeomen Defendts in a plea of the Case for that the said Hart & David at said Northampton on the Seventeenth day of May last past by their Note under their hands of that date for Value received promised ~~the said Jonathan~~ jointly and severally one Rufus Seaton to pay him or his order thirty dollars and thirty eight Cents in five months from that date which has elapsed — with Interest. and the said Rufus there afterwards, viz. on the day of the purchase of this Writ by his indorsement on the same Note for Value rec.d ordered the Contents thereof then due and unpaid to be paid to the Pltff — of which the said Hart and David there afterwards the same day had notice and thereby became liable in law to pay the Contents of said Note to the said Jonathan and being so liable then and there in Consideration thereof promised said Jonathan to pay him the same according to the tenor and effect of said Note and said indorsement — Yet they have never paid the same though requested but neglect it to the damage of the said Jonathan Sixty dollars —

Leavett vs Dalrymple Jan. 17 1. 1798

The plaintiff appears in his own proper person and the defendants at the three times publickly called to come into Court makes default of their appearance Whereupon it is consid. by the Court that the said Jonathan Leavett recover of the Ds Hart Dalrymple and David Dalrymple the Sum of thirty one dollars and ~~twenty six~~ forty three Cents damages and Costs of Suit taxed at Eight dollars and twenty six Cents and thereof &c

Dam $ 31 - 63
Costs 8 0. 26

Exon issued Jan.y 19. 1798.

Stark
vs
White
Jan. 17th. 1798

Jedediah Stark of Halifax in the County of Windham and State of Vermont Gent. plaintiff vs Aaron White Junr. of Shelburne in the County of Hampshire Yeoman defd. in a plea of the Case for that the said Aaron at Whitingham to wit at said Northampton on third day of March last past by his Note under his hand of that date for Value received promised one Jesse Hull to pay him or his order the Sum of Seven pounds ten shillings equal in Value to twenty three dollars and thirty three Cents by the first day of October then next with Interest. - And the said Jesse afterwards to wit at said Northampton on the tenth day of November last past by his indorsement in writing on the same note and by him subscribed ordered the Contents of said Note then due and unpaid to be paid to the plaintiff - for Value of him then had & received of all which the said Aaron there afterwards at said Northampton had due Notice and thereby became chargable and liable in Law to pay the Contents of said Note to said Jedediah and being liable then and there in consideration thereof promised the said Jedediah to pay him the same accordingly Yet the said Aaron though often thereto requested has not paid the same but neglects it to the damage of the said Jedediah the Sum of forty dollars. The plaintiff by his Attorney J. Leavett Esq appears and the defendant altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Jedediah recover of the said Aaron the Sum of twenty four dollars Sixty two Cents damages and Costs of Suit taxed at $ 8-55 and thereof &c. —

Execution issued Jan. 19. 1798 —

Saunders
vs
Farley
Jan. 18th 1798

Aaron Saunders of Shelburne in the County of Hampshire Yeoman plaintiff vs. John Farley of Charlemont in said County Yeoman Defendant in a plea of the Case for that the said John at said Shelburne on the ninth day of August last past by his Note of Hand of that date for Value received promised the plaintiff to pay him or order twenty three dollars and thirty three Cents the first day of October then next which is past with Interest Yet the said John has never paid the same though requested but neglects it to the damage of the said Aaron forty dollars — The plaintiff by J. Leavett Gent. his Attorney appears and the Defend. altho three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Aaron recover of the said John the Sum of Twenty three dollars ninety four Cents damages and Costs of Suit taxed at $ 8 079 and thereof &c —

Execution issued Jan. 19. 1798

White
vs
Taft.
Jan. 19th. 1798

Philip White of Goshen in the County of Hampshire Blacksmith Pltff vs Cheney Taft of the same Goshen Blacksmith Defend. in a plea of debt for that the said Cheney at Northampton aforesaid as on file —

The plaintiff altho three times publickly called to come into Court and prosecute his said ~~Court~~ Action Comes not and the defendant is defaulted and this Case is ordered by the Court to be dismissed

Norton
vs
Blackman
Jan. 200. 1798

Selah Norton of Ashfield in the County of Hampshire Gentleman plaintiff vs. Roland Blackman of Buckland in the same County Yeoman defendant in a plea of the case for that the said Roland at Ashfield aforesaid on the tenth day of November in the year of our Lord one thousand seven hundred and ninety six by his Note under his hand of that date for Value received promised the pltff by the Name and addition of Capt. Selah Norton to pay him or order nine pounds six shillings and nine pence half penny lawful money equal to thirty one dollars and thirteen Cents on demand with Interest - Yet the said Roland tho often requested the same Sum and Interest has not paid but neglects to the damage of the said Selah fifty dollars -

The plaintiff by E. Paine Gent. his Atty. appears and the Defend. at the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Selah recover of the said Roland the Sum of twenty two dollars and seventy two Cents damages and Costs of Suit taxed at $7.07 and thereof &c -

Exon issued Jan. 20. 1798 -

Dickinson. Exr
vs
Belding
Jan. 204. 1798

Elijah Dickinson and Elihu Dickinson both of Hatfield in the County of Hampshire Husbandmen and Obadiah Dickinson of Northfield in said County Esq. Executors of the last Will and testament of Obadiah Dickinson late of Hatfield aforesaid deceased - pltffs vs. Samuel Belding of Ashfield in said County Husbandman defendant in a plea of the Case for that the said Samuel at Hatfield aforesaid on the twenty fifth day of April in the Year of our Lord Seventeen hundred and ninety three by his Note under his hand of that date for Value received promised the pltffs in their said Capacity by the name and addition of Elijah, Elihu and Obadiah Dickinson Executors of Obadiah Dickinson deceased to pay them twenty one pounds eighteen shillings and four pence equal in Value Seventy three dollars and six Cents on demand with Interest - Yet the said Samuel tho often thereto requested the same Sum and Interest has not paid but neglects it to the damage of the said Elijah, Elihu, and Obadiah in their said capacity One hundred dollars -

The plaintiffs by E. Paine Gent. their Attorney appear and the Defend. although three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the Elijah, Elihu and Obadiah do in their said capacity recover of the said Samuel Ninety three dollars Seventy Cents damages and Costs of Suit taxed at $7.73 and thereof &c.

Exon issued Jan. 20th 1798.

Smith
vs
Smith
Jan. 205. 1798

Justus Smith of Buckland in the County of Hampshire Trader pltff vs. Martin Smith of Ashfield in said County Yeoman Defend. in a plea of the Case for that the said Martin at Ashfield aforesaid on the Seventeenth day of May last past by his Note under his hand of that date for Value received promised the pltff to pay him or order four pounds three shillings and six pence (equal in Value to thirteen dollars and ninety two Cents) on demand with Interest - Yet the said Martin tho often requested has not paid the same Sum and Interest but neglects it to the damage of the said Justus Thirty Dollars.

The pltff by his Atty appears & the def. at the three times publickly called to come

come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Justus recover against the said Martin the Sum of fourteen dollars and fifty Cents damages and Costs of Suit taxed at $7.49 and thereof &c —

Execn issued Jan.y 20. 1798.

Sawyer vs Darling Jan.y 208. 1798.

Samuel R Sawyer of Goshen in the County of Hampshire Cabinet Maker v. Simeon Darling of Chesterfield in said County Husbandman alias gent. defend.t in a plea of the Case Writ on file — in this case the plaintiff comes nonsuit the defend.t is defaulted and this case is ordered to be and is dismissed.

Longley vs Rice & al. Jan.y 212. 1798

Edmund Longley of Hawley in the County of Hampshire Esquire plff v. Ashbel Rice and John Porter both of Ashfield in said County Husbandman in a plea of the Case for that the said Ashbel and John at Ashfield aforesaid on the fourteenth day of June in the Year of our Lord Seventeen hundred and ninety six by their Note under their hands of that date for Value received promised the plaintiff to pay him or order One hundred Dollars in eight months from the date of sd Note with Interest, which time has elapsed — Yet the said Ashbel and John tho' often requested the same Sum and Interest have not paid but neglect it to the damage of the said Edmund One hundred dollars — The plaintiff by his Attorney appears and the Defend.ts altho three times publickly called to come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Edmund recover against the said Ashbel and John the Sum of Sixty five dollars and Sixty two Cents damages and Costs of Suit taxed at $ 8.03 and thereof &c. —

Execn issued Jan.y 20. 1798.

Grower vs White Jan.y 213. 1798.

Robert Gower of Goshen in the County of Hampshire Yeoman plff v. Philip White of Goshen aforesaid Blacksmith Defend.t in a plea of Debt — as by declaration & Writ on file — The plff altho three times publickly called comes nonsuit — the defendant is defaulted and this Case is dismissed —

Stocking vs Sadler Jan.y 215. 1798

Thomas Stocking of Pittsfield in the County of Berkshire Gentleman plaintiff v. John Sadler of Ashfield in the County of Hampshire Yeoman Defend.t in a plea of the Case for that the said John at Ashfield aforesaid on the tenth day of April last past by his Note under his Hand of that date for Value received promised the plaintiff to pay him or his order four pounds five shillings and five pence on demand equal to fourteen dollars and twenty four Cents in Value. Yet the said John tho' often requested the same Sum has not paid but neglects it to the damage of the said Thomas thirty dollars —— The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Thomas recover of the said John fourteen dollars and twenty four Cents damages and Costs of Suit taxed at $ 8.41 and thereof &c —

Execn issued Jan.y 20. 1798 —

Smith
v.
Goodwin
Jan. 217. 1798.

Justus Smith of Buckland in the County of Hampshire Schoolmaster Pltff.
v. Eldad Francis Goodwin of Ashfield in the County of Hampshire Yeoman
defendant in a plea of the Case for that the said Eldad at Ashfield afore.
on the third day of March last past by his Note under his hand of that
date for Value received promised the plaintiff to pay him or order the
sum of Seven pounds sixteen shillings (equal in Value to twenty six
dollars) on demand with Interest — Yet the said Eldad the often thereto
requested the same Sum and Interest has not paid but neglects it —
to the damage of the said Justus fifty dollars. —
The plaintiff by his Attorney appears and the defendant altho
three times publickly called to come into Court makes default of his
appearance here — Whereupon it is considered by the Court that the p.
Justin recover against the said Eldad the Sum of twenty two dollars
twenty nine Cents damages and Costs of Suit taxed at $ 7 ult 5 —
and thereof &c.

Execution issued Jan. 20. 1798.

Gates
v.
Gillet
Jan. 223. 1798.

Solomon Gates of Orange in the County of Hampshire Trader Pltff.
v. Alphens Gillet of said Orange Yeoman, Deft. the said Solomon
Gates being surviving Partner of Benjamin Mayo late of Orange
deceased in a plea of the Case for that the said Gillet at said Orange
on the twenty second day of March in the year of our Lord seventeen
hundred and Ninety six by his Note under his hand of that date for
Value received promised the said Mayo & Gates by the name and firm
of Gates and Mayo to pay them or order two dollars and forty one Cents on
demand with Interest — and also for that the said Gillet there after-
wards on the day of the purchase of this Writ being indebted to the
pltff in the Sum of four pounds fifteen shillings and two pence
equal to fifteen dollars and eighty six Cents to ballance accounts
hereto annexed promised the pltff surviving partner of the d. Mayo
deceased to pay him the same Sum on demand — and also for that the
said Gillet there afterwards in consideration that the said ~~Gillet~~ Gates &
Mayo had before that time in the life time of the said Mayo at the
request of the said Gillet sold and delivered him sundry Articles
of Merchandize Also to but otherwise than those referred to in the Count
above then and there in consideration thereof promised the plaintiff
to pay him so much therefor as the same were worth — and the pltff
avers that the same were ~~for~~ worth a further Sum of Seventeen
dollars and twenty two Cents — Yet the said Gillet tho requested in
the life time of the said Mayo the same Sums and Interest has not
paid nor has he since the death of the said Mayo tho requested
paid the same to said Gates but neglects it — to the damage of
the said Solomon forty five dollars. —
The plaintiff by his Attorney appears and the Defend.t altho
three times publickly called to come into Court makes default
of his appearance here — Whereon it is considered by the Court
that the said Solomon recover against the said Alphens
the Sum of nineteen dollars and eighty seven Cents damages
and Costs of Suit taxed at $ 8.82 and thereof &c —

Execution issued Jan. 19. 1798

Ward vs Porter & al. Jan. 224. 1798

Edward Ward of Orange in the County of Hampshire Joiner Pltff vs Benjamin Porter and Seth Thompson both of Orange aforesaid Yeoman Defendts in a plea of the Case for that the said Porter and Thompson at Orange on the twelfth day of May in the year of our Lord fourteen hundred and ninety Seven by their Note under their hands of that date for Value received promised the pltff to pay him or order twenty two dollars and the Interest on demand Yet the said Porter and Thompson neither of them the requested the same Sum and Interest has not paid but neglects it — to the damage of the said Ward forty dollars. —
The plaintiff by his Attorney appears and the Defendants altho three times ~~requested~~ three times publicly called to come into Court make default of their appearance here — Whereupon the said Court it is considered that the said Edward Ward recover of the said Porter and Thompson the Sum of twenty two dollars and Eighty nine Cents damages and Costs of Court taxed at $ 9.40 — and thereof &c —

Earn ifsued Jan. 19. 1798 —

Chapin vs Gillet Jan. 225. 1798

Oliver Chapin of Orange in the County of Hampshire Gent plaintiff vs Alphens Gillet of said Orange Yeoman Defendt in a plea of the Case for that the said Alphens at said Orange on the third day of March in the Year of our Lord one thousand seven hundred and ninety seven by his Note under his hand of that date for Value received promised the Pltff to pay him or order thirteen dollars and the Interest — Yet the said Gillet though often requested the same Sum and Interest has not paid but neglects it to the damage of the said Chapin twenty five dollars —
The plaintiff by his Atty. appears and the defendt altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Oliver recover of the said Alphens the Sum of thirteen dollars and Seaty four Cents damages and Costs of Suit taxed at $ 8.82 and thereof &c —

Earn ifsued Jan. 19. 1798 —

Metcalf vs Gillet Jan. 226. 1798

Silas Metcalf of Orange in the County of Hampshire Yeoman Pltff vs Alphens Gillet of Orange aforesaid Yeoman Defendt in a plea of the Case for that the said Alphens at said Orange on the twenty eighth day of July in the year of our Lord one thousand seven hundred and Ninety seven by his note under his hand of that date for Value received promised the pltff to pay him twenty nine dollars and forty four Cents with the Interest by the first day of December then next which time has elapsed — Yet the said Alphens altho often requested the same Sum and Interest has not paid but neglects it to the damage of the said Silas fifty dollars —
The plaintiff by his Atty. appears and the Defendt altho three times publicly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Silas recover of the said Alphens $ 30.27 damages and Costs of Court taxed at $ 8.82 and thereof &c

Earn ifsued Jan. 19. 1798 —

James Houghton and Edward Houghton of Guilford in the County of Windham and State of Vermont Merchants Joint Partners. Pltffs. vs. Frederick Stoddard of Leyden in the County of Hampshire Yeoman defendt. in a plea of the case for that whereas the said Stoddard at Guilford to wit at Northampton aforesaid on the eighth day of February last past by his note under his hand of that date for Value received promised the plaintiffs by the Names of James & Houghton to pay them or order the sum of Six pounds and five shillings (equal to twenty dollars and eighty three Cents) by the first day of October then next in good and saleable neat Stock (meaning to be delivered at Guilford aforesaid) with Interest. Now the pltffs. say they have ever been ready to receive the Contents of said note according to the tenor of the same and at Guilford aforesaid on the first day of October aforesaid demanded the same Yet he hath never paid the same though required but neglects it to the Damage of the said James and Edward forty dollars — The plaintiffs by Richard E. Newcomb their Atty. appears and the Defendt. although three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said James and Edward recover of the said Frederick the Sum of twenty two dollars and eleven Cents damages and Costs of Suit taxed at $9.03 — and thereof &c.

Houghton & al. vs Stoddard Jan. 236. 1798.

Execn issued Jany 28. 1798 —

Richard E. Newcomb of Greenfield in the County of Hampshire Attorney at Law plaintiff vs James White of Colrain in said County Yeoman alias Gentleman Defendt. in a plea of the case for that whereas the said White at said Northampton on the twenty ninth day of November last past by his Note of Hand of that date for Value received promised the pltff to pay him or order twenty one dollars and Seventy Cents on demand with Interest Yet he hath never paid the same tho' requested, but neglects it to the damage of the said Richard Thirty dollars — — The plaintiff appears in Court and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Richard E. Newcomb recover of the said James White the Sum of twenty one dollars and ninety Cents damages and Costs of Suit taxed at $7.07 & thereof &c. — —

Newcomb vs White Jan. 237. 1798

Execn issued Jany 28. 1798 —

John Locke of Buckland in the County of Hampshire Yeoman Pltff vs Barnard McNitt of Heath in said County Yeoman defendt. in a plea of the Case for that whereas the said Barnard at said Northampton on the twenty fifth day of February last past by his Note under his hand of that date for Value received promised the pltff to pay him the Sum of Ten pounds lawful Money (equal to thirty three dollars and thirty three Cents) worth of Beef Cattle by the first day of October then next. Cattle to be delivered at Medad Lyman's Tavern in Charlemont with Interest (Bulls & Stags excepted) Now the plaintiff in fact says that he has ever been ready to receive the Contents of said Note according to the tenor of the same and at said Lyman's Tavern on the first day of —

Locke vs McNitt Jany. 238. 1798.

of October aforesaid demanded the same - Yet he hath never paid the same tho requested but neglects to do it to the damage of the said John Sixty Dollars - The plaintiff by his Atty. appears and the defendant altho three times publicly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said John recover of the said Barnard the sum of thirty five dollars and twelve Cents damages and Costs of Suit taxed at $8.37 and thereof &c.

Capias issued Jan. 20. 1798. —

Lamb
vs
Trowbridge
Jan. 24. 1798

Elijah Lamb of Greenfield in the County of Hampshire Trader pltff vs Daniel Trowbridge of Buckland in said County Yeoman Defendt. — in a plea of the Case for that whereas the said Daniel at Northampton aforesaid on the twenty ninth day of May last past by his Note under his hand of that date for Value received promised the pltff to pay him or order Sixty dollars to be paid by the first day of October then next with Interest - Also for that whereas the said Daniel at Northampton aforesaid on the eighteenth day of January last past by his other Note under his hand of that date for Value received promised the pltff to pay or order the Sum of one pound fourteen shillings and six pence equal to five dollars and Seventy five Cents on demand with Interest and also for that whereas the said Daniel at Northampton aforesaid on the ~~eighteenth~~ nine day of ~~January~~ last past by his other Note under his hand of that date for Value received promised the pltff to pay him or order one other Sum of three dollars and sixty six Cents to be paid by the first day of November then next with Interest - Yet he hath never paid either of said Notes tho requested but neglects it to the damage of the said Elijah Ninety Dollars ——

The plaintiff by his Atty. appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Elijah do recover of the said Daniel the Sum of Seventy two dollars and eighteen Cents damages and Costs of Suit taxed at $7-97 and thereof &c — —

Capias issued Jan. 20. 1798 —

Same
vs
Locke
Jan. 24. 1798

Elijah Lamb of Greenfield in the County of Hampshire Trader Pltff. vs John Locke of Buckland in said County Yeoman defendt. in a plea of the Case for that whereas the said Locke at said Northampton on the twenty ninth day of July last past by his Note under his hand of that date for Value received promised the pltff to pay him or order one dollar & forty Cents on demand with Interest - also for that whereas the said John at Northampton aforesaid on the sixteenth day of November in the Year of our Lord Seventeen hundred and ninety six by his other Note under his ~~Note~~ hand of that date for Value received promised the pltff to pay him or order one other Sum of Sixteen shillings on demand with Interest equal to two dollars sixty seven Cents - Also for that whereas the said John at said Northampton on the eighth day of June last past by his other Note under his hand of that date for Value received promised the Pltff to pay him or order another Sum of thirty six dollars and Sixty six Cents on demand with Interest Yet he has never paid either of said Sums tho requested but neglects it to the damage of the said Elijah Sixty dollars

The plaintiff by Richard E. Newcomb Gent. his Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Elijah Lamb recover of the said John the sum of forty two dollars, thirty three Cents damages and Costs of Suit taxed at $ 7.87 and thereof &c — —

Execution issued Jan. 20. 1798.

Stebbins & al. vs. Gates — Jan. 243. 1798

Joseph Stebbins and Asa Stebbins both of Deerfield in the County of Hampshire Gentlemen Executors of the last Will and testament of Joseph Stebbins late of said Deerfield deceased plff. vs Ezra Gates of Conway in said County Yeoman defendt. in a plea of Debt for that the said Joseph deceased at a Justice Court holden before David Smead Esq. at his dwelling house in Greenfield in said County on the thirteenth day of July in the Year of our Lord seventeen hundred and ninety six, being then in full life, by the consideration of the said Justice recovered Judgment against the said Gates for forty two dollars & seventeen Cents damages and three dollars and seventy nine Cents Costs of the same Suit as by the record thereof in Court to be produced will appear which Judgment remains wholly unsatisfied or paid whereby an Action hath accrued to the said Joseph and Asa in their said Capacity to have and receive of the said Gates the several Sums aforesaid amounting in the whole to forty five dollars and Ninety Six Cents together with twenty five Cents for a Writ of Execution issued upon the same Judgment - Yet the said Gates never paid the same to the said Joseph dec. in his Life time tho' requested nor to the plaintiffs since tho' likewise requested but neglects to do it - To the damage of the said Joseph and Asa the sum of Sixty dollars —
The plaintiff by Richard E. Newcomb Gent. their Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Joseph and Asa recover of the said Ezra Gates the Sum of fifty dollars and thirty five Cents damages and Costs of Suit taxed at $ 7.24 & thereof &c. Dem. $ 50.25. 7.24

Execution issued May 24. 1798

Porter vs Phillips — Jan. 253. 1798

Eleazer Porter of Hadley in the County of Hampshire Gent. plaintiff vs Joshua Phillips of Ashfield in said County Yeoman a deputy Sheriff under Ebenezer Mattoon Esq. Sheriff of the same County - in a plea of Explevies &c as by the Writ and declaration on file - The plaintiff in this Case at the three times publickly called becomes nonsuit - the defendant is defaulted and this Case is ordered to be dismissed — —

Smith vs Marble — Jan. 260. 1798.

Stephen Smith of Amherst in the County of Hampshire Yeoman plff vs Jacob Marble of Warwick in said County Yeoman Defendt. in a plea of the Case for that said Jacob at said Northampton on the twenty third day of August last past by his Note under his hand of that date for Value received promised one Benjamin Davenport to pay him or his order seaven dollars and twenty nine Cents on demand with the lawful Interest for the same untill paid - And afterwards to wit on the eighteenth day of May last past at said Northampton the said Benjamin Davenport by his indorsement in writing on said Note with his own hand subscribed, assigned the same Note to the said Stephen for Value rec'd. the contents being then due and unpaid and thereby directed the same Contents to be

paid to the said Stephen or his Order on demand — of all which the said Jacob had instant Notice and so became liable to pay the same to the said Stephen on demand and being so liable then and there in consideration thereof promised the said Stephen to pay him the same according to Yet the said Jacob though requested hath never paid the same but neglects it — To the damage of the said Stephen thirty dollars —
This Case was entered at the last term of this Court and continued to this Term — and now the plaintiff by his Attorney Jonathan E Porter Esq his Atty appears and the defendant at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Stephen recover of the said Jacob the Sum of Sixteen dollars sixty eight Cents damages and Costs of Suit taxed at $ 6 - 13 - and thereof &c

Exon issued Jany 28 - 1798.

Holland
vs
Smith
Jan. 26 - 1798

Park Holland of Belchertown in the County of Hampshire Esq plaintiff vs Daniel Smith Junr. of the same Belchertown Gent^n defendant in a plea of the Case for that the said Daniel at Belchertown aforesaid on the twelfth day of August in the Year of our Lord seventeen hundred and ninety three by his Note of that date by him subscribed for Value received promised the plaintiff to pay him or his order the Sum of Eleven pounds eight shilling and one penny / equal to thirty eight dollars and two Cents / on demand with Interest — And the said Park says the same Note has never been assigned — Yet the said Daniel at the other requested hath never performed his said promise but neglects it — To the damage of the said Park Eighty dollars. —
The plaintiff by S. Strong Esq. his Attorney appears and the Defend^t at the three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Park recover of the said Daniel the Sum of thirty six dollars eighty eight Cents damages and Costs of Suit taxed at $ 6 - 34 and thereof &c —

Exon issued Jany 25th 1798 —

Washburne
vs
Cheddock -
Jany 26 / 1798

Azel Washburne Trader and Nathan Ruggles Trader, both of Ware in the County of Hampshire aforesaid pltff^s & Thomas Cheddock of Hardwick in the County of Worcester Yeoman defend^t in a plea of the case for that the said Thomas at Ware to wit at Northampton aforesaid on the third day of May last past by his Note under his hand for Value received promised said Washburne and Ruggles to pay them or their order twenty dollars on demand with the lawful Interest for the same untill paid and the same Note the pltff say has never been assigned — Yet the said Thomas though often requested hath never paid the same or any part thereof but neglects it To the damage of the said Washburne and Ruggles the Sum of Thirty dollars.
The plaintiffs by their Att^y S. Strong Esq appear and the defend^t at the three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Washburne and Ruggles recover of the said Thomas $ 20 - 85 damages & Costs of Suit taxed at $ 7 - 92 and thereof &c.

Exon issued Jany 25 - 1798 —

Joseph Watson of Amherst in the County of Hampshire Cabinet maker plff. vs. Stephen Sargeant of Leicester in the County of Worcester Yeoman Defdt. in a plea of the Case for that the said Stephen at Leicester to wit at Northampton aforesaid on the fifth day of April in the year of our Lord one thousand seven hundred and ninety six by his Note by him subscribed for Value received promised the said Joseph to pay him or his order the Sum of three hundred and thirty three dollars and thirty three Cents within one year from the date with Interest till paid — and the said Joseph saith that the same Note has never been assigned. Yet the said Stephen though often requested hath never performed his said promise but neglects to do it — to the damage of the said Joseph five hundred dollars. —

Watson vs Sargeant Jan. 27th. 1798

The plaintiff by his Attorney S. Strong Esq. appears and the Defendant although three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Joseph recover of the said Stephen three hundred and forty three dollars and sixty five Cents and Costs of Suit taxed at $ 7-51 & thereof &c.

Execution issued Jan. 25. 1798

Joseph Blair of Amherst in the County of Hampshire Cordwainer plaintiff vs James Young of Worcester in the County of Worcester Yeoman Defdt. in a plea of the Case for that said James at said Worcester to wit at Northampton aforesaid on the fifteenth day of March now last past by his Note under his hand for Value received promised said Joseph to pay him or his order eighty dollars within six months from the date of the same Note with lawful Interest for the same until paid — and the said Joseph says that the same Note has never been assigned — Yet the said James though often requested hath never paid the same but neglects to do it — to the damage of the said Joseph One hundred Dollars. — —

Blair vs Young Jan. 27th. 1798

The plaintiff by Simeon Strong Esq. his Attorney appears and the Defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Joseph recover against the said James Eighty one dollars & ninety five Cents damages and Costs of Suit taxed at $ 7-79 — and thereof &c —

Execution issued Jan. 25. 1798 —

Benjamin Leavett of Canaan in the County of Columbia and State of New York Blacksmith plff vs Abel Hall of Great Barrington in the County of Berkshire Yeoman Defendt. in a plea of trespass on the Case for that the said Abel at Great Barrington to wit at Northampton aforesaid on the tenth day of June in the year of our Lord one thousand seven hundred and ninety six by his Note of that date for Value received promised the said Benjamin to pay him four pounds ten shillings lawful money equal to fifteen dollars of the Current money of Account payable by the fifteenth day of September next after the date of said note and one pair of new Cart Wheels tire and Axletree is to be taken in part payment with use, meaning lawful Interest — and the said Benjamin avers that he has always been ready to receive said Cart Wheels, tire and Axletree in part of the said Sum of Money & especially at Great Barrington aforesaid on the fifteenth day of September next after the date of the same Note & also

Leavett vs Hall Jan. 27th. 1798

at that time and ever since that time at said New Canaan to wit at said Northampton — Yet the said Abel altho often requested & altho said time of payment has elapsed has never the sum of Money as before promised or any part of the same but he to do it neglects to the damage of the said Benjamin twenty five dollars.

The plaintiff by Thomas Gould Esq. his Attorney appears and the defend. altho three times publicly called makes default of his appearance here Whereupon it is considered by the Court that the said Benjamin recover against the said Abel Seaten dollars forty three Cents damages & Costs of Suit taxed at $ 9 - 71 and thereof &c.

Execn issued Jan. 26. 1798.

Pomeroy vs Lyman Jan. 28 1. 1798

Aaron Pomeroy of Warwick in the County of Hampshire Blacksmith Pltff. vs Luther Lyman of Northfield in said County Clothier defend. in a plea of the Case for that the said Warwick on the fifteenth day of March last past by his Note under his hand of that date for Value received promised the pltff. to pay him or order twenty three dollars and thirty four Cents with Interest after June then next and to be paid in October then next which time has elapsed Yet the said Luther though requested the same Sum and interest has not paid but neglects it to the damage of Pomeroy as he says forty dollars — — — —

The plaintiff by his Attorney appears and the Defendant altho three times publicly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Aaron recover of the said Luther twenty four dollars and nine Cents damages and Costs of Suit taxed at $ 8 - 71 and thereof &c. —

Execn issued Jan. 19. 1798.

Stratton vs Peabody Jan. 1 / 28 3 / 1798

Samuel Stratton of Hinsdale in the County of Windham & State of Vermont. Husbandman plaintiff vs Amos Peabody of Northfield in the County of Hampshire Yeoman — defend. in a plea of the case for that the said Amos at a place called Hinsdale to wit at Northampton aforesaid on the fifth day of November in the Year of our Lord one thousand seven hundred and ninety four by his note under his hand of that date for Value received promised the pltff to pay him or his order three pounds thirteen shillings equal to twelve dollars and sixteen Cents and two thirds of a Cent — L my on demand and the Interest — Yet the said Amos though requested the same Sum and the Interest has not paid but neglects it to the damage of the said Stratton thirty Dollars — — — — —

The plaintiff by John Barret Esq his Attorney appears and the Defend. altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Samuel recover against the said Amos the Sum of fourteen dollars and forty four Cents damages and Costs of Suit taxed at eight dollars and fifty eight Cents and thereof &c.

Dam $ 14 - 44
Costs $ 8 - 58

Execn issued Jan. 19. 1798.

Field
vs
White
Jan. 28th 1798

Henry Field of Northfield in the County of Hampshire Husbandman Pltff vs Josiah White late of the same Northfield Mason wright defendt in a plea of the Case for that the said White at said Northfield on the seventeenth day of June in the Year of our Lord one thousand seven hundred and ninety five by his Note under his hand of that date for Value received promised the Pltff to pay him or order One hundred and fifty pounds lawful money by the first day of October in the year of our Lord one thousand seven hundred and ninety six with Interest after the fifth day of May then last past which time has elapsed and the pltff in fact says that said Sum is equal to four hundred and Sixty ~~Sixty~~ six dollars and Sixty Six Cents & two thirds of a Cent — Yet the said White tho requested the same Sum and the Interest has not paid but neglects it. to the damage of the said Henry the Sum of two hundred dollars.

The plaintiff by John Barrett Gent. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Henry recover of the said Josiah the Sum of Sixty three dollars forty three Cents damages and Costs of Suit taxed at Eight dollars and five Cents and thereof &c.

Execution Jun 19. 1798 —

Goodale
vs
Stevens
Jan. 28th 1798

Joseph Goodale of Brattleborough in the County of Windham and State of Vermont Husbandman pltff vs Martin Stevens of Warwick in the County of Hampshire Husbandman Deft. in a plea of the Case for that the said Martin at said Warwick on the sixth day of June in the Year of our Lord one thousand seven hundred and ninety four by his Note under his hand of that date for Value received promised the Pltff to pay him or order Ten pounds equal to thirty three dollars and thirty three Cents and one third of a Cent on demand with one meaning Interest — Yet the said Stephens though often requested the same Sum and Interest has not paid but neglects it to the damage of the said Joseph Seventy Dollars The plaintiff by J. Barrett Gent. his Attorney appears and the deft altho three times publickly called to come into Court makes default of his appearance — Wherefore it is considered by the Court that the said Joseph recover of the said Martin forty dollars and fifty Cents — damages & Costs of Suit taxed at $ 8 D 17 D and thereof &c —

Execution Jun 19. 1798.

Lyman
vs
Park
Jan. 28th 1798

Caleb Lyman of Northfield in our County of Hampshire Deputy Sheriff plaintiff vs Caleb Park of Sutton in the County of Worcester Gent alias Yeoman defendt in a plea of the Case for that the said Park at said Northampton on the day of the purchase of this Writ being justly indebted to the pltff the Sum of Seventeen dollars and seventy two Cents the Ballance of the Amount hereto annexed then and there in consideration thereof promised the plaintiff to pay him the same Sum on demand — Yet the said Park altho often thereto requested hath never paid the same but neglects it to the damage of the said Lyman Sixty Dollars — The plaintiff by his Attorney J. Barrett Gent. appears and the Defendt altho three times publickly called to come into Court makes default of his appearance here —

Whereupon it is considered by the Court that the said Lyman recover of the said Park the Sum of Seventeen dollars and Seventy two Cents Damages and Costs of Suit taxed at $ 9 all and thereof &c.

Execution issued Jan.y 19. 1798.

Marvin & al vs Smith Jan. 29. 1798

John Marvin and Alden Clark both of New Salem in the County of Hampshire Traders pltffs. vs Jonathan Smith of South Hadly in said County Husbandman Defendt. in a plea of the Case for that the said Jonathan at South Hadly aforesaid on the Seventeenth day of July last past by his Note under his hand of that date for Value received promised the plaintiffs to pay them the Sum of Twenty six dollars on or before the seventeenth day of October then next following. Yet the said Jonathan though often requested hath never paid the same but neglects and refuses to do it to the damage of the said Marvin and Clarke the Sum of Sixty dollars — — — — —

The pltffs by E. Upham Gent. their Atty. appear and the Defendant at the three times publickly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Marvin and Clark recover against the said Smith twenty six dollars and forty Cents damages and Costs of Suit taxed at $ 6.92 and thereof &c. —

Execution issued Jan.y 20. 1798. —

Townsend vs Woodward Jan. 30. 1798

Isaac Townsend of Greenwich in the County of Hampshire Husbandman pltff vs Seth Woodward of the same Greenwich Husbandman Defendant in a plea of the Case for that the said Seth at said Greenwich on the eighth day of April last past by his Note under his hand of that date for Value received promised the said Isaac to pay him or his order the Sum of twenty one dollars and eighty five Cents to pay one half of s.d Sum by the first day of June then next following and the other half of said Sum by the last day of October then next following with lawful Interest for the same untill paid Also for that the said Seth at Greenwich aforesaid on the day of the purchase of this Writ was justly indebted to the said Isaac in the Sum of One dollar and fifty Cents for the Articles contained in the Schedule hereto annexed and then and there in consideration thereof promised said Isaac to pay him the same on demand Yet the said Seth at the times often requested hath never paid either of said Sums but neglects it — to the damage of the said Isaac forty dollars. — — — —

The plaintiff by E Upham Gent. his Atty. appears and the Defendant at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Isaac recover against the said Seth the Sum of Seven dollars and fifty two Cents damages and Costs of Suit taxed at $ 7.52 and thereof &c. —

Execution issued Jan.y 20. 1798 —

Upham vs Foster — Jan. 30. 1798 —

Edwards Upham of New Salem in the County of Hampshire Gent. pltff vs Daniel Foster Junr. of the same New Salem Husbandman Deft. in a plea of the Case for that the said Daniel at New Salem aforesaid on the seventeenth day of October last past by his Note under his hand of that date for Value recd. promised the said Edwards to pay him or order forty nine dollars & thirty one Cents in fifteen days from the date of said Note with the lawful Interest for the same Sum till paid Yet the said Daniel the times often

requested the same Sum and Interest has not paid but neglected it — to the damage of the said Edward the Sum of Seventy dollars.
The plaintiff appears here in Court and the Defendant at the three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Edward recover against the said Daniel the Sum of Fifty dollars four Cents damages and Costs of Suit taxed Seven dollars forty four Cents and thereof &c — After which the said Daniel by Jonathan Mearkum his Atty for that purpose made comes here into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect — —.

Upham v. Southwick Jan. 310. 1798

Edward Upham of New Salem in the County of Hampshire Gent Plaintiff v. Samuel Southwick of the same New Salem Yeoman Defendt. in a plea of the Case for that the said Samuel at New Salem aforesaid on the twelfth day of April last past by his Note under his hand of that date for Value rec.d promised the pltff to pay him or his order Sixteen dollars and Ninety six Cents on demand with Interest — Also for that the said Samuel at New Salem aforesaid on the thirteenth day of December in the Year of our Lord one thousand Seven hundred and ninety six by his Note under his hand of that date for Value received promised the said Edward to pay him or his order eight dollars and Ninety five Cents on dem.d with Interest — Also for that the said Samuel on the day of the purchase of this Writ was justly indebted to the said Edward in the Sum of fifteen dollars and eighty eight Cents to balance the Account Sued annexed and then and there in consideration thereof promised the said Edward to pay him the same Sum on demand — Yet the said Samuel though thereto often requested hath never paid either of said Sums but neglects it to the damage of the said Edward the Sum of Sixty Dollars —
The plaintiff by his Atty. appears and the Defendant at the three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Edward recover of the said Samuel the Sum of forty two dollars and Seventy seven Cents damages and Seven dollars and eighty Cents Costs of Suit taxed thereof &c — After which the said Samuel by Ezekiel Kellogg Junr Esq his Attorney for that purpose made comes into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for his prosecuting the same appeal with effect —

Kirby v. Arms Jan. 314. 1798

Zebulon Kirby of Middletown in the County of Middletown in the State of Connecticut Cooper plaintiff v. Samuel Arms of Deerfield in the County of Hampshire Yeoman Deft. in a plea of the Case for that the s.d Samuel at said Deerfield on the eighth day of February last past by his Note under his hand of that date for Value received promised the said Zebulon to pay him him or his order the Sum of five pounds and eleven shillings lawful to nineteen dollars and eighty seven Cents

on demand with the lawful Interest for the same untill paid. Yet the said Samuel though often requested hath never paid the same or any part thereof but neglects it to the damage of the said Zebulon the Sum of thirty dollars
The plaintiff by his Atty. appears and the defendant altho three times publickly called to come into Court makes default of his appearance here upon it is considered by the Court that the said Zebulon recover of the said Samuel Nineteen dollars and fifty three Cents damages and Costs of Suit taxed at $ 7.44 and thereof &c —

Execn issued Jan. 20. 1798 —

Joiner vs Bordwell Jan. 315. 1798

William Joiner the second of Shelburne in the County of Hampshire Yeoman pltff. vs. Job Bordwell of Shelburne in the County aforesaid Yeoman Defendt. in a plea of the Case for that the said Job at said Shelburne on the fourteenth day of April last past by his Note under his hand of that date for Value received promised the pltff to pay him or his order the Sum of Eighteen dollars and thirty four Cents on or before the first day of September then next with lawful Interest for the same Sum untill paid Yet said Job though often requested hath never paid the same or any part thereof but neglects it to the damage of the said William Thirty Dollars. —
The plaintiff by Wright Strong Gent. his Attorney appears and the Deft. altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said William recover against the said Job nineteen dollars & fourteen Cents damages and Costs of Suit taxed at $ 7.7 and thereof &c —

Graham vs Potter — Jan. 317. 1798

Zenas Graham of Halifax in the County of Windham and State of Vermont Yeoman pltff vs. Joseph Potter of Buckland in the County of Hampshire Yeoman in a plea of the Case for that the said Joseph at Buckland on the fifteenth day of May last past by his Note under his Hand of that date for Value received promised the said Zenas to pay him or his order the Sum of four pounds eight shillings and two pence on or before the first day of October then next with lawful Interest for the same Sum till paid (which is equal to fourteen dollars and and Sixty nine Cents) Yet the said Joseph though often requested hath never paid the same or any part thereof but neglects it — to the damage of the said Zenas the Sum of twenty dollars — —
The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Zenas recover of the said Joseph the Sum of fifteen dollars and thirty one Cents damages and Costs of Court taxed at $ 8.05 — and thereof &c.

Execn issued Jan. 20. 1798. —

Church Pltf. vs Cooley Jan. 328. 1798 —

Samuel Church and Samuel Clark both of Sunderland in ye County of Hampshire Traders pltffs vs. Moses Cooley of the same Sunderland Yeoman defendant in a plea of the case for that said Moses at said Sunderland on the eleventh day of May last past by his Note under his hand of that date for Value received promised the Pltffs to pay them or their order the Sum of two pound nine shillings & eleven pence equal to eight dollars and thirty three Cents on demand with Interest —

for the same Sum till paid. Also for that said Moses at said Sunderland on the sixteenth day August last past by his other Note under his hand of that date for Value received promised the said Samuel and Lemuel to pay them or their order the sum of two pounds two shillings and ten pence / equal to seven dollars & fifteen Cents, on demand, with Interest for the same untill paid — yet said Moses though often requested hath never performed his said Promise but neglected it — to the damage of the said Samuel and Lemuel thirty dollars.
The plaintiffs by their Attorney appear and the defend.t altho three times publicklly called to come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Samuel and Lemuel recover of the said Moses the Sum of Sixteen dollars and seven Cents, damages and Costs of Suit taxed at $ 6-25 — and thereof &c ——

Execution issued Jan.y 28. 1798.

Timothy Forry of Deerfield in the County of Hampshire Yeoman plaintiff vs William Pratt of the same Deerfield Yeoman Defend.t — in a plea of the Case as by Writ on file — The plff altho three times publicklly called to come into Court and prosecute his action becomes Non suit — the defendant defaulted and this is ordered to be his dis mission —

Forry vs Pratt — Jan. 324. 1798

Simeon Ballard of Sunderland in the County of Hampshire Yeoman Plff vs Julius Forry Yeoman and Jonas Graves Yeoman both of the same Sunderland Defendants in a plea of the Case for that said Julius and Jonas at said Sunderland on the seventeenth day of August last past by their Note under their hand of that date for Value received promised the said Simeon to pay him or his order the Sum of Seventeen Pounds / equal to fifty six dollars and Sixty Six Cents / on or before the first day of October then next with lawful Interest for the same untill paid — And the said Simeon avers that the same Note has never been transferred to any Person, and that the said first day of October is now past — yet said Julius and Jonas though often requested have never performed their promise but neglected it to the damage of the said Simeon Sixty five dollars ——
and the said Julius and Jonas come and defend the force and Injury when &c and say that they never promised in manner and form as the plaintiff hath alledged and thereof put themselves on their Country by Strong Jun.r —
and the said Simeon likewise does the same — by Wright Strong Atty —
Whereupon a Jury duly returned and impanelled at this term and they sworn to try the issue do on their Oaths find the defendants did not promise in manner and form — as set forth in the declaration — Whereupon it is considered by the Court that the said Simeon by his said declaration do recover nothing, and it is further considered by the Court that the said Julius and Jonas recover of the said Simeon their Costs taxed at twenty six dollars ninety eight Cents and thereof &c

Ballard vs Forry & al.d Jan. 326. 1798

Whereupon the said Simeon by H. Wright Strong Gent.r his Attorney appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and recognizes with Surties for their prosecuting the same Appeal with effect. ——

Elijah Stratton of Northfield in the County of Hampshire Innholder Plff vs Thomas Bordwell of Montague in said County Yeoman Defend.t — in a plea of the Case for that the said Thomas at Montague aforesaid on the eighteenth day of June in the Year of our Lord Seventeen hundred &c

Stratton vs Bordwell Jan. 329. 1798.

Ninety Six by his Note under his hand of that date for Value received promised the plaintiff to pay him or his order the Sum of twenty dollars on or before the eighteenth day of August (meaning the eighteenth day of August then next after the date of said Note) with Interest till paid — Yet the said Thomas tho' said time of payment has elapsed, and tho often requested has not paid said Sum and the Interest but neglects to do it to the damage of the said Elijah Forty dollars —

The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Elijah Stratton recover of the said Thomas the Sum of twenty one dollars and ninety Cents damages and Costs of Suit taxed at $ 7.65. and thereof &c —

Exon issued Jan.y 20. 1798 —

Hutchins vs Smith Dec. 332/1798

John Hutchins of Winchester in the County of Cheshire and State of New-Hampshire husbandman pltff. vs John Henry Smith of Warwick in the County of Hampshire husbandman ~~pltff~~ Defend.t in a plea of the Case for that the said John at said Winchester to wit at said Northampton on the tenth day of May last past by his Note of Hand of that date by him subscribed for Value received promised the Pltff to pay him or his order the Sum of thirteen dollars and thirty three Cents on demand with Interest — Yet said John tho' often requested the same Sum and Interest has not paid but neglects it — to the damage of the said John Hutchins the Sum of thirteen dollars and ninety Cents damages and Costs of Suit taxed at — $ 9.31 and thereof &c —

Exon issued Jan.y 20. 1798 —

Billings vs Mack Jan. 335/1798

Barnabas Billing of Northfield in the County of Hampshire Trader Plaintiff vs Elisha Mack of Montague in said County Gentleman Defend.t in a plea of the Case for that the said Elisha at Northampton on the twenty first day of April last past by his Note under his hand of that date for Value received promised one Samuel Prentice to pay him or order twenty five dollars and fifty Cents and the Interest on demand. and the said Samuel there afterwards on the same day by his indorsement on said Note ordered the Contents of said Note then due and unpaid to be paid to the plaintiff, of which the said Elisha there afterwards on the same day had notice and thereupon became liable by Law to pay the said Note according to the tenor and effect of said Note and the said indorsement to the plaintiff and in consideration thereof promised the plaintiff to pay him the same accordingly. Yet the said Elisha tho requested has never paid said Sum but neglects it to the damage of the said Barnabas Forty dollars. —

The Plaintiff by his Attorney appears and the defendant altho ~~often~~ three times publickly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Barnabas Billing recover of the said Elisha Mack the Sum of Eighteen dollars and fourteen Cents damages and Costs of Suit taxed at $ 7.73 and thereof &c.

Exon issued Jan.y 20. 1798 —

Samuel Henry of Barre in the County of Worcester pltff v. Elisha Hunt of Northfield in the County of Hampshire Gent. defendt in a plea of the case for that that the said Elisha at Northfield aforesaid to wit at Northampton on the eighth day of May last by his Note of that date for Value received promised the plaintiff to pay him or his order thirty three dollars and thirty three Cents within four Months next after the date of said Note with Interest Yet the said Elisha tho' along time hath elapsed since said Note became payable and altho' often requested said Sum and Interest since due hath not paid but neglects it to the damage of the Samuel Fifty dollars

Henry v. Hunt Jan. 336. 1798

The plaintiff by Solomon Vose Gent. his Attorney appears and the defendant altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Samuel recover of the said Elisha the Sum of Twenty dollars and fifty one Cents damages and Costs of Suit taxed at $ 7. 21 and thereof &c —

Exon issued.

Wyles v. Norton Jan. 337. 1798

Elijah Smith of Whateley in the County of Hampshire Yeoman plaintiff v. Salmon Munson of Hawley in said County Yeoman Deft. in a plea of trespass on the case for that the said Salmon at Whateley aforesaid on the second day of December in the year of our Lord One thousand seven hundred and ninety six by his Note in writing under his hand of that date for Value received promised the plaintiff to pay him or his order fourteen pounds ten shillings Lawf. to be paid by the first day of November then next with Interest — Yet the said Munson altho often thereto requested has never paid the Contents of said Note but unjustly neglects it to the damage of the said Smith twenty dollars

Smith v. Munson Jan. 340. 1798

The plaintiff by John Taylor Gent. his Attorney appears and the Deft altho three times publicly called to come into Court makes default of his appearance Whereupon it is considered by the Court that the said Elijah recover of the said Salmon Seventeen dollars and fifty eight Cents damages and Costs of Suit taxed at $ 6. 53 — and thereof &c —

Exon issued Feby 21. 1798.

Isaac Gere of Northampton in the County of Hampshire Watchmaker plaintiff v. Simeon Root of the same Northampton Yeoman defendant in a plea of trespass on the Case for that the said Simeon at Northampton aforesaid on the eighth day of June in the Year of our Lord One thousand seven hundred and Ninety seven by his Note in writing under his hand of that date for Value received promised the said Gere to pay him or his order Twenty dollars in ninety days with Interest — Yet the said Simeon altho often requested hath never paid the Contents of said Note but neglects it to the damage of the said Isaac the Sum of Thirty dollars. —

Gere v. Root Jan. 341. 1798.

The plaintiff by John Taylor Gent. his Atty. appears and the defendant altho three times publicly called to come into Court makes default of his appearance here — Whereupon it is —

considered by the Court that the said Isaac Gere recover of the said Simeon Root the Sum of twenty dollars and Seventy Cents damages & Costs of Suit taxed at $ 5 n 57 and thereof &c —

Execution issued Feby 21. 1798 —

Boies & al. vs Tillotson Jan. 344. 1798

James Boies and David Robinson both of Granville in the County of Hampshire Traders and late joint dealers in trade plaintiffs vs Abel Tillotson of the same Granville Yeoman Defendant in a plea of the Case for that the said Abel at said Granville on the second day of September last past by his Note in writing under his hand of that date for Value received promised the plaintiffs to pay them or order the Sum of Twenty eight dollars and fifty Cents on demand with Interest — Yet said Abel tho' often requested hath not performed his said promise but neglects it — to the damage of the said Boies and Robinson fifty dollars —
The plaintiffs by their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance here — Wherefore it is considered by the Court that the said Boies and Robinson recover of the said Tillotson twenty nine dollars & fourteen Cents damages and Costs of Suit taxed at $ 8. 26 and thereof &c —

Execution issued Jan. 20. 1798.

Willcox vs Bartlet Jan. 345. 1798

Samuel Dad Willcox of Granville in the County of Hampshire Trader plaintiff vs Ebenezer Bartlet of Blandford in the County of Hampshire Yeoman defendant, in a plea of the Case for that the said Ebenezer at Granville on the day of the purchase of this Writ in consideration that the said Samuel there before that time at the special instance and request had sold and delivered said Bartlet divers goods Wares and Merchandizes to the said Ebenezer then and there undertook and faithfully promised said Samuel to pay him so much money on demand as said Goods Wares and Merchandizes were reasonably worth at the time of the Sale & delivery thereof — and said Samuel avers that said Goods Wares and Merchandizes at the time of the Sale and delivery thereof were reasonably worth the Sum of Forty Dollars of which said Ebenezer then and there had instant Notice — Yet said Ebenezer altho often thereto requested hath not performed his said promise but neglects and refuses to perform it — to the damage of the said Samuel Twenty Dollars. —
The plaintiff by his Attorney John Phelps Genl. his Atty. appears and the Defend. altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Samuel recover against the said Ebenezer the Sum of twenty five dollars Seventy five Cents damages and Costs of Suit taxed at $ 8. 26 and thereof &c

Execution issued Jan. 20. 1798. —

Rising vs Carlisle Jan. 346. 1798

Abner Rising of Granville in the County of Hampshire Yeoman Plaintiff vs John Carlisle of Chester in said County of Hampshire Yeoman defendant in a plea of the Case for that the said John at Murrayfield to wit at Chester on the eighteenth day of February in the Year of our Lord Seventeen hundred and Eighty by his certain Note in writing called a promissory Note by him subscribed bearing date the day and Year aforesaid promised to pay me James Carlisle or his order the Sum of One hundred fifty pounds Lawful Money, equal to five hundred dollars on demand with Interest till paid —

And the said James afterwards to wit on the same day and at the place last mentioned by his indorsement in writing made on said Note & subscribed with his hand assigned the said Note to the said Abner and by the same indorsement ordered the Contents of said Note then wholly due & unpaid to be paid to the said Abner according to the tenor and effect of said Note for Value received of which the said John afterwards to wit on the day and year and at the place last mentioned had notice, and thereupon became chargeable and liable in Law to pay to the said Abner the sum mentioned in said Note according to the tenor and effect of the same — and being so chargeable in consideration thereof then and there promised so to do — Yet said John though often requested hath not performed his said Promise but neglects and refuses to do it to the damage of the said Abner the Sum of One thousand Dollars. —

And the said John comes and defends the force and Injury when &c and says that he never promised in manner and form as the plaintiff hath alledged and thereof puts himself on the Country Pro Nomine Pont —

And the defendant likewise — Pro Ino Phelps Pont —

Whereupon a Jury duly returned and empanelled at this Court being sworn to try the issue do on their oaths say — that the Deft. never promised in manner and form as set forth in the declaration — whereupon it is considered by the Court that the said Abner do recover nothing of the said by his declaration aforesaid — and it is also further considered by the Court that the said John recover of the said Abner his Costs taxed at $ 3 9-12 and thereof &c —

Exon issued Jan. 24. 1798.

Phineas Picket of Windsor in the County of Hartford and State of Connecticut Trader Pltff. vs Ezra Shephard of Blanford in the County of Hampshire Yeoman defendt. in a plea of the Case for that the said Ezra at Granville in the said County of Hampshire on the first day of September last past by his Note in writing under his hand of that date for Value received promised said Phineas to pay him or order the Sum of twenty three dollars on demand with Interest — Yet the said Ezra tho often thereto requested hath not performed his said promise but neglects it to the damage of the said Phineas Forty Dollars. —

Picket vs Shephard Jan. 34d. 1798.

The plaintiff by his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Phineas recover of the said Ezra the Sum of twenty three dollars and forty seven Cents damages and Costs of Suit taxed at $ 8-55 and thereof &c

Exon issued Jan. 20. 1798.

Commonwealth of Massachusetts —

Whereas John Phelps of Granville in our County of Hampshire Gent. at the Court of Common pleas holden at Northampton within and for the County of Hampshire on on Monday next preceding the first Tuesday of September last past by the consideration of the said Justices of our said Court he recovered Judgment against Phineas Woodworth of said Granville Yeoman for the Sum of forty two dollars and forty Cents damages and fourteen dollars and fifty five Cents Costs of Suit whereof the said Phineas is convict as by the record of our said Court there remaining manifestly appears, and Judgment thereof given & Execution for the

Phelps vs Robinson &c. Jan. 34d. 1798

damages and Cost aforesaid in due form of Law in such Cases provided was granted thereon to the said John, bearing date the fifteenth day of September last past - directed to our said Sheriff or his Deputy and returnable to our said next Court of Common pleas to be holden at Northampton within and for our said County of Hampshire - upon the Monday next preceding the second Tuesday of November then next and now past - which said Writ was there afterwards on the same fifteenth day of September abovenamed committed to Frederick Palmer then and ever since a deputy Sheriff under Ebenezer Mattoon Esq. Sheriff of the County of Hampshire, to be executed and returned according to Law - afterwards to wit on the thirteenth day of November last past said Frederick Palmer deputy Sheriff as aforesaid made return of the same Writ of Execution to our said Court of Common pleas with this indorsement thereon in the Words and figures following viz: "Hampshire ss November 13 - 1797 I have made diligent search after the goods and Estate of the within named Phineas Woolworth and after his Body but cannot find either of them whereon to levy this Execution and so I return it wholly unsatisfied - Frederick Palmer Deputy Sheriff." - as by the said Writ of Execution now on file in this office of the Clerk of our said Court of Common Pleas as by the record of our said Court thereof remaining manifestly appears - And the said John avers that the said Phineas Woolworth hath avoided and that the same Judgment yet remains in full force not satisfied reversed or annulled - and whereas heretofore when the said Phineas Woolworth was there by the original Writ on which the said Judgment was given to wit on the tenth day of April last past David Robinson Gent. and Phineas Woolworth of said Goenville Yeoman by their joint and several bond to our said Sheriff under their hands and seals duly executed and in Court to be produced, then and there became bail and was surety for the said Phineas Woolworth upon the said original Writ, not only for his said Phineas appearance at the Court to which the said Writ was returnable to wit before Josiah Harvey Esq and answering to the said John in his plea therein declared, but also for his the said Phineas abiding the final Judgment thereon and not avoiding as by the Bail bond bearing date the tenth day of April last past - Nevertheless the said Phineas did not appear at the Court when and where the said writ was returnable to wit before Josiah Harvey Esq. - nor did he answer to the plea of the said John therein declared nor has he any way abided or performed the Judgment aforesaid of our said Court thereon but hath avoided and a non est inventus, hath been duly made on the execution aforesaid issued against the said Phineas on the Judgment as aforesaid, - and We have heard from the suggestions of the said John Phelps and he hath supplicated us to provide a remedy for him in this behalf - We willing that Justice be done in the premises, COMMAND you that you make known to the said David Robinson & Phineas Woolworth that they appear &c. - The pltff. appears & the s. David & Phineas altho three times publicly called to come into Court make default of their appearance - Whereupon it is considered by the Court that the said John recover against the said David & Phineas the Sum of $ 58.34 damages & Costs of Suit taxed at $ 9.00 and thereof &c -

Commonwealth of Massachusetts. To the Sheriff &c — Whereas John Phelps of Granville in our County of Hampshire Gent. at the Court of Common pleas holden at Northampton within and for the County of Hampshire on the monday next preceding the first Tuesday of September last past — by the consideration of the Justices of our said Court recovered Judgment against Phineas Woolworth of said Granville Yeoman for the Sum of forty two dollars and forty Cents damages and thirteen dollars and seven Cents Cost of Suit — whereof the said Phineas is convict as by the record of our said Court there remaining more fully appears — and Judgment thereof was given — and Execution for the damages and Cost as aforesaid in due form of Law in such cases provided was granted thereon bearing date the fifteenth day of September last past — directed to our said Sheriff or his deputy and returnable to our said next Court of Common pleas to be holden at Northampton within and for our said County of Hampshire upon the monday preceding the second Tuesday of November then next and now past which same Writ was there afterwards on the fifteenth day of September last past committed to Frederick Palmer then and ever since a deputy Sheriff under Ebenezer Mattoon Jun Esq. Sheriff of the said County of Hampshire to be executed and returned according to Law — afterwards to wit on the thirteenth day of November last past said Frederick Palmer deputy Sheriff as aforesaid made return of the same Writ of Execution to our said Court of Common pleas with his indorsement thereon in the Words and figures following Wit. Hampshire ss. November 12th 1799. I have made diligent search after the goods and estate and after the body of the within named Phineas Woolworth and cannot find either of them whereon to levy this Execution so I return it wholly unsatisfied. attest Frederick Palmer Deputy Sheriff. As by the Writ of Execution now on file in the office of the Clerk of our said County of Common pleas as by the record thereof in our said Court remaining manifestly appears and the said John avers that the said Phineas Woolworth hath avoided and that the said Judgment yet remains full force not satisfied reversed or annulled and whereas heretofore when the said Phineas Woolworth was taken by the original Writ on which the said Judgment was given to wit on the tenth day of April last past David Robinson of said Granville Gent. by his Bond to our said Sheriff under his hand and Seal duly executed and in Court to be produced became & was bail and Surety for the said Phineas Woolworth upon the said original Writ not only for his the said Phineas's appearance at the Court at which the said Writ was returnable to wit at the Court of Common pleas to be holden at Northampton on the monday next preceding the third Tuesday of May next and now last past and answering to the said John in his plea therein declared but also for his the said Phineas's abiding the final Judgment thereon and not avoiding as by the bail bond bearing date the tenth day of April last past. Nevertheless the said Phineas did not appear at the said Court, when and where the said Writ was returnable, to wit before the said Court of Common pleas last mentioned — nor did he answer to the plea of the said John therein declared nor has he any Way abided and performed the Judgment aforesaid of our said Court thereon, but hath avoided and a return of non est inventus hath been duly made on the Execution aforesaid issued against the

Phelps
v.
Robinson
Jan. 350. 1798

said Thomas on the Judgment aforesaid - and we have heard from the suggestions of the said John Phelps and he hath supplicated us to provide a remedy for him in this behalf and we willing that Justice be done in the premises - Command you that you make known to the said David Robinson that he appear &c - to shew Cause &c

The plaintiff appears here in Court and the defendant at the three times publickly called to come into Court makes default of his appearance - Whereupon it is considered by the Court that the said John Phelps recover of the said Robinson fifty six dollars and fifty eight Cents damages and Costs of Suit taxed at eight dollars ninety eight Cents and thereof &c — ——

Latham
vs
Miller
Jan. 31. 1798

Lois Latham of Granville in the County of Hampshire Widow pltff
v. Timothy Miller Junr. of the same Granville Yeoman in a plea of the case for that whereas the said Lois at said Granville on the last day of June in the Year of our Lord Seventeen hundred and ninety three was possessed of a Valuable Feather Bed containing about forty weights of new feathers of the price of forty dollars as of her proper goods & Chattels and being so thereof possessed the same Bed afterwards to wit on the same day out of her possession casually lost - Which same Bed into the hands & possession of the said Timothy by finding came - Nevertheless the said Timothy well knowing the same Bed to be the proper goods and Chattels of said Lois and to her of right to belong and appertain afterwards on the same day last mentioned converted and disposed of to his own use and to the damage of the said Lois fifty Dollars.

The plaintiff by Jno Phelps Gent. her Attorney appears and the Defendt at the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Lois recover of the said Timothy the Sum of Thirty one dollars sixty eight Cents damages and Costs of Suit taxed at $ 7 98 D. and thereof &c —

Exon issued Jan. 31. 1798. —

Pomeroy
vs
Clapp —
Jan. 30. 1798

Charles Pomeroy of Northampton aforesaid Gentleman plaintiff
v. Rahel Clapp of the same Northampton Gent. alias Husbandman Deft.
in a plea of the Case for that the said Clapp at said Northampton on the fifth day of September in the Year of our Lord Seventeen hundred and ninety Six by his Note of Hand of that date for Value received promised the pltff to pay him or his order the Sum of five pounds sixteen shillings and seven pence equal to Nineteen dollars forty three Cents on demand with Interest for the same till paid - Yet the Deft Rahel the other requested hath not paid said Sums or any part of the same to the plaintiff but neglects it to the damage of the said Pomeroy thirty dollars.

The plaintiff by Samuel Hinckley Esq. his Attorney appears and the defendant at the three times publickly called to come into Court makes default of his appearance here - Whereupon it is considered by the Court that the said Pomeroy recover against the said Rahel Clapp the sum of Twenty one dollars and four Cents damages and Costs of Suit taxed at $ 4 05. and thereof &c.

Exon issued Jan. 25. 1798.

$ 26.4
$ 4 05
$ 25.89

Wells vs Willcox & al. Jan. 36 t. 1798.

Elijah Wells of Conway in the County of Hampshire Yeoman plaintiff vs Josiah Willcox of Hawley Yeoman and Silas Willcox of Conway Blacksmith both of said County of Hampshire defendts in a plea of trespass on the Case for that the said Josiah and Silas at said Conway on the ninth day of September in the Year of our Lord Seventeen hundred and ninety six by their Note of hand of that date for Value received promised the plaintiff to pay him the Sum of Seaty Six dollars and two thirds of a dollar by the first day October in the Year of our Lord one thousand seven hundred and ninety seven with Interest till paid - Yet the said Josiah and Silas altho thereto often requested hath never paid the Contents of said Note to the pltff or any part thereof but neglect and refuse to do it to the damage of the said Elijah - Eighty dollars. ——

The plaintiff by his Atty. appears and the defendants altho three times publicly called to come into Court make default of their appearance here - whereupon it is considered by the Court that the said Elijah recover of the said Josiah and Silas the Sum of Seventy two dollars and seven Cents damages and Costs of Suit taxed at $8.82 - and thereof &c.

Execn issued Jan. 26th 1798.

Bolter & al. vs Willcox Jan. 367. 1798

William Bolter and Thomas Delano both of Northampton aforesaid Joint partners in the Chaise making and saddling business under the firm of Bolter and Delano plaintiffs vs Lot Willcox of Northampton Blacksmith Defendt in a plea of trespass on the Case &c as by Writ on file -- The plaintiff in this Case is nonsuited the plaintiff defaulted and this Case is dismissed. ——

Worthington vs Torrey Jan. 377. 1798.

John Worthington of Springfield in the County of Hampshire Esqr plff vs Joseph Torrey of Wilbraham in said County Yeoman - defendt in a plea ~~of the case~~ for that the said Joseph at said Northampton on the thirteenth day of February last past by his Note of hand of that date for Value received promised one Elisha Woodward to pay him or his order the tenth day of April then next two hundred dollars lawful money and the said Elisha afterwards at said Wilbraham on the same thirteenth day of February by his indorsement on the same Note with his hand subscribed assigned the same Note to the said John and ordered the Contents of said Note then due and unpaid to be paid to the said John for Value of him received of all which the said Joseph then and there instantly had Notice and so became liable to pay the same to the said John and being so liable he the said Joseph then and there in consideration thereof promised said John to pay him the Contents of said Note according to the tenor thereof and the said indorsement - Yet the said Joseph altho often thereto requested has never paid the same but hitherto has and still does unjustly neglect and refuse so to do to the damage of the said John Worthington the Sum of two hundred dollars -

The pltff by John Hooker Esq. his Attorney ~~and~~ appears and the Deft altho three times publicly called to come into Court makes default of his appearance here Whereupon it is considered by the Court that the said Worthington recover of the said Torrey the Sum of Ninety eight dollars and eight Cents damages and Costs of Suit taxed at $7.39 and thereof &c.

Execn issued Jan. 24. 1798.

Brech & al. vs Bliss — Jan. 381. 1798

Robert Bosch and John Bosch both of Northampton aforesaid Joint Merchants pltffs. vs. Oliver & Nancy Bliss of Wickraham in said County Gentleman otherwise called Oliver & Bliss late of Northampton in s.d County School master defendant in a plea of trespass on the Case for that the said Oliver at said Northampton on the day of the purchase of this Writ was justly indebted to the plaintiffs in the Sum of Sixty pounds eleven Shillings and nine pence equal as the plaintiffs say to fifteen dollars and twenty nine Cents for divers goods Wares and Merchandises of the Pltffs. to the said Oliver there before that time at his special request sold and delivered — in consideration thereof the said Oliver assumed on himself & to the plaintiffs then and there faithfully promised the plaintiffs under the firm of Robert Brech and Son the aforesaid Sum of fifteen dollars and twenty nine Cents on demand with Interest — Yet the said Oliver though often requested hath not paid the same or any part thereof to the plaintiffs or to either of them but neglects to do it — To the damage of the said Robert Brech and Son twenty dollars. The plaintiffs by S. Winchly Esq their Attorney appear and the defdt. at the three times publickly called to come into Court make default of his appearance here — Whereupon it is considered by the Court that the said Robert Brech and Son recover of the said ~~Oliver Bliss~~ Oliver & Bliss the Sum of fifteen dollars twenty nine Cents damages and Costs of Suit taxed at $ 5.81 and thereof &c. —

Taxed Ist inst Jan.y 25. 1798.

Dwight & al. vs Lombard — Jan. 390. 1798.

Jonathan Dwight Esq. and James Scott Dwight Yeoman both Springfield in the County of Hampshire plaintiffs vs Roswell Lombard of Stockbridge in the County of Berkshire Saddler — Defend.t in a plea of the Case for that whereas the said Roswell at Springfield aforesaid on the first day of December ~~aforesaid~~ instant was justly indebted to the plaintiffs in the Sum of forty eight dollars Lawful Money for divers goods Wares and Merchandises there before that time by the plaintiffs sold and delivered to him the s.d Roswell at his special instance and request and being so indebted the said Roswell then and there in consideration thereof undertook & faithfully promised the plaintiffs to pay them the same when he the s.d Roswell requested — Yet altho often thereto requested the said Roswell hath never paid the plaintiffs the same or either of them any part thereof but unjustly neglects it to the damage of the said Jonathan and James the Sum of Sixty dollars.

The plaintiffs by their Attorney appear and the defendant altho three times publickly called to come into Court makes default of his appearance — Whereupon it is considered by the Court that the said Jonathan and James recover of the said Roswell the Sum of forty eight dollars damages and Costs of Suit taxed at $ 8.39 and thereof &c. —

Taxed Ist inst Jan.y 18. 1798.

Horsley
vs
Williams
Jan. (3rd) 1798.

Benjamin Horsley of Rowe in the County of Hampshire Yeoman Plff.
vs John Williams Junr. of Heath in the County aforesaid Yeoman Defdt.
in a plea of the Case for that whereas in consideration that the said Horsley at
Northampton aforesaid on the day of the purchase of this Writ at the special
instance and request of the said John had before that time sold & delivered
said John a certain Horse he the said John then and there promised
the plaintiff to pay him so much money as he therefor reasonably deser-
ved to have ~~for the same~~ of the said John for the same when he should be
thereto afterwards requested and the said Horsley says that he therefor
reasonably deserved to have of the said John for the same horse the Sum
of Sixty eight dollars and thirty four Cents to wit at Northampton a-
foresaid of which the said Jonathan then and there had Notice also
for that whereas the said John at Northampton aforesaid on the day
of the date of the Writ aforesaid was justly indebted to the Plff in another
Sum of Sixty eight dollars and thirty four Cents for so much money be-
fore that time ~~had~~ and received by said John of the plaintiff and then was
and being so indebted he then and there in consideration thereof promised
the plff to pay him the same upon demand — And also for that whereas the
said John at said Northampton on the third day of October last past
was possessed of one certain promissory Note, whereby one Hunt Brown
promised the said John for Value received to pay him the sum of Sixty
dollars on the first day of October now last past — and the said Horsley then
and there bought the promissory Note aforesaid of the said John and
paid him therefor the full Contents of said Note to wit Sixty dollars
and the said John then and there sold and delivered the said Note
to the Plff for the said Sum of Sixty dollars — and then and there in con-
sideration thereof the said John promised the plaintiff that he would
pay him the Sum of Sixty dollars if the said Hunt Brown should neg-
lect or refuse to pay the same on demand — And the plff avers that he
has used due diligence to collect the said Sum of Sixty dollars of the said
Brown but to pay the same the said Brown hath hitherto neglected
and refused and still doth neglect to do it, of which the said Brown then
and there had Notice — Yet he hath never paid the same tho requested
neither hath he paid either of said Sums though thereto requested but
neglects it to the damage of the said Benjamin Seventy dollars. —
This Case being referred by the parties according to the Law in such
Cases provided — the Referees to wit William Taylor, Nathaniel
Foster and Benjamin White send here into Court this Award as fol-
lows, that the said John Williams pay to the said Benjamin Hor-
ley Sixty one dollars and Sixty Seven Cents together with the Cost of
prosecution and reference taxed at five dollars and ninety eight Cents
and the Costs of Court to be taxed by the Court — and that the Horsley
return to said Williams two certain Notes which he received of Williams
one of Sixty dollars signed by Hunt Brown the other for two bushels of
Rye signed by John Williams — Which Award being read here in
Court the same is accepted of by the Court — Whereupon it is considered
by the Court that the said Benjamin recover against the said John
the Sum of Sixty one dollars and Sixty Seven Cents damages and Costs
of Suit taxed at $13-61 — and thereof &c.

Execution Jan. 20. 1798.

Watson
vs
Hunter
Jan. 3d. 1798.

David Watson of Amherst in the County of Hampshire Tanner and James Hunter of Pelham in said County yeoman, parties in a rule of reference duly entered into and acknowledged as the Law directs — And now the the said Referees to wit John Williams, John Powers & Josiah Dickinson mutually chosen as aforesaid send here into Court their Award as follows to wit, that the said James Hunter pay to the said David Watson the Sum of Seventy dollars damages and seventeen dollars and Sixty Cents for Costs of this reference — which Award being read here in Court the same is accepted of by the Court — Whereupon it is considered by the Court that the said David recover of the said James the Sum of Seventy dollars damages and Costs of Suit taxed at $ 22-24 and thereof &c —

Exon issued Jan.y 25th 1798.

Bradley
vs
Phelps
Jan.y 2d 1798

Philemon Bradley of Hawley in the County of Hampshire yeoman Appellant v. Nathaniel Phelps of Northampton in said County Appellee from the Judgment of Caleb Strong Esq. one of the Justices of the peace for said County in an action of the Case wherein the said Philemon was the original plaintiff and the said Nath.l Phelps defend.t as by the Writ and papers at large on file. The parties appear and the plaintiff discontinues his suit — Whereupon it is considered by the Court that the said Nathaniel recover of the said Philemon his Costs taxed at $ 34-43 — and thereof &c.

Exon issued Jan.y 24 1798.

Willson
vs
Coleman
Jan. 10th 1798

Elijah Willson of Norwich in the County of Hampshire Husbandman pltff v. Nathaniel Coleman of Chesterfield in said County of Hampshire Husbandman defend.t in a plea of the Case for that the said Nathaniel at Chesterfield aforesaid on the seventh day of March last past by his Note of Hand of that date for Value received promised the plaintiff to pay him on demand the Sum of Nine pounds Ten shillings and nine pence which is equal as the plaintiff says to Thirty one dollars and eighty Cents with lawful Interest, meaning untill paid yet the said Nathaniel altho often requested hath never paid the same but neglects it — To the damage of the said Elijah Thirty dollars —
The plaintiff by Caleb Strong Esq. his Attorney appears and the defendant altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court that the said Elijah recover of the said Nathaniel the Sum of $ damages and Costs of Suit taxed at $ 6-29 and thereof &c. — —

Strong
vs
Kirkland
Jan. 4th 1798

Bohan Strong of Southampton in the County of Hampshire yeoman pltff. v. Daniel Kirkland of Norwich in said County Gent. defend.t in a plea of trespass on the case for that the said Daniel at s.d Norwich on the twelfth day of August last past by his Note of hand of that date

for Value received promised the plaintiff to pay him or order twenty two dollars fifty Cents on demand with Interest from the date untill paid - Yet the said Daniel altho often requested hath never paid the Contents of s^d Note to the plaintiff or any part thereof but wrongfully neglects it - to the damage of the said Rohan forty dollars.

The plaintiff by Caleb Strong Esqr his attorney appears and the Defend altho three times publickly called to come into Court makes default of his appearance here — Whereupon it is considered by the Court the said Rohan recover of the said Daniel the Sum of $ damages and Costs of Suit taxed at $ & thereof &c. —

Burroughs vs Streeter Jan. 4th 1798

Simon Burroughs of Plainfield in the County of Hampshire and Samuel Streeter of the same Plainfield - parties in a rule of reference duly entered into and acknowledged as the Law directs - and now the referees aforesaid to wit William White, Nahum Eager and Ezra Starkweather, send here into Court their Award as follows to wit that the said Simon Burroughs recover against the said Samuel Streeter the Sum of Eighteen dollars damages and also the Costs of reference taxed at forty one dollars and forty five Cents - Costs of Court to be taxed by the Court. - Which award being read here in Court the same is accepted of by the Court - whereupon it is considered by the Court that the said Simon recover of the said Samuel the Sum of Eighteen dollars damages and Costs of Suit taxed at $ 87.31 and thereof &c.

Execution issued Jany 20. 1798 -

Eastman vs Shaw Jan. 4th 1798

Hadley shews Ebenezer Eastman of Amherst in the County of Hampshire Gent. that at a Court holden before Charles Phelps Esq one of the Justices of the peace for said County at his dwelling house in Hadley on Monday the second day of October last past he recovered Judgment against Darling Shaw of Shutesbury in said County Yeoman ~~defend^t~~ for the sum of Eleven dollars and Seventeen Cents damages and Costs of Suit taxed at three dollars and twenty Cents - from which Judgment the said Darling appealed to the next Court of Common pleas to be holden in said County and recognized with Sureties to prosecute the same with effect - but failed to do it - Your Complainant having by mistake failed of procuring affirmation of the said Judgment at the first term of the said Court of Common pleas after the said appeal now prays that in conformity to a Law of this Commonwealth for that purpose made to affirm the said Judgment with additional damages and Costs - by Jon. E. Porter Att^y.

Whereupon it is considered by the Court that the former Judgment be affirmed - And it is further considered by the Court that the said Ebenezer recover of the said Darling the Sum of Eleven dollars and Eighty one Cents damages and Costs of Suit taxed at $ 8 - 98 and thereof &c

Execution issued Jany 20 1798.

Bryant vs Litchfield Jan. 4th 1798

Eli Bryant of Chesterfield in the County of Hampshire Yeoman and Jacob Litchfield of the same Chesterfield Yeoman Parties to a ~~rule~~ Rule of reference duly entered intered into as the Law directs - And now the parties appear - And the referees mutually

chosen as aforesaid to wit Moses Kingsley and Apollos King, send here into Court their Award as follows to wit that the said Eli Bryant recover against the said Jacob Littlefield, fifty two dollars and Seventy four Cents damages and Costs of this Reference taxed at two dollars and fifty Cents the Cost of Court to be taxed by the Court". Which Award being read here in Court the same is accepted of by the Court. Whereupon it is considered by the Court that the said Eli do recover of the said Jacob the Sum of fifty two dollars and seventy four Cents damages and Costs of Suit taxed at $ 7. 98 and three d/s.

Execution issued Jan. 26. 1798.

Joseph Graves Adm^rs petition for Sale real Estate Jan. 4th. 1798.

On the Petition of Joseph. Josiah Dwight Graves and Jonathan Graves Administrators on the Estate of Joseph Graves late of Belchertown in said County deceased praying for Licence to make sale of so much of the real Estate as will amount to Six hundred and Sixty three dollars and ninety Cents &c — with a Certificate from the Judge of Probate as on file whereupon it is considered by the Court that the said Josiah Dwight Graves Administrators aforesaid be and they hereby are empowered to make Sale of so much of the real Estate of said deceased as will produce the Sum of Sixty hundred and Seventy nine dollars — they observing the Rules of relating to the Sales of Real Estates of persons deceased and advertising the same in the News papers published at Northampton in said County three Weeks previous to such Sale —

Nooney v^s Pinney Jan. 4th 1798

James Nooney of Middlefield in the County of Hampshire Yeoman plaintiff v^s John Pinney Junr of the same Middlefield Yeoman Parties in a Rule of Reference duly entered into agreable to a Law in such Cases made and provided — the Parties appear — and the referees mutually chosen by the parties to wit Nahum Pager Esq. Erastus Pagenham & Mathew Smith send here into Court their Award as follows to wit "having heard their several plea proofs and allegations & maturely considered the same do find that the said John is indebted to the said James in the Sum of two dollars and Sixty seven Cents in full of all demands submitted to us except an Execution in favour of the said John against the said James now in the hands of Thomas Ridley which still is to stand in full force against the said James. We do therefore award adjudge and determine that the said James do recover of the said John the Sum of two dollars and ~~fifty~~ sixty seven Cents damages and Costs of this reference taxed at nine dollars and forty eight Cents and Costs of Court to be taxed by the Court" — This Award being read here in Court the same is accepted by the Court. Whereupon it is considered by the Court that the said James do recover of the said John the Sum of two dollars and Sixty Seven Cents damages and Costs of Suit taxed at $ 15-38 and three d/s —

Execution issued Feby 6th 1798 —

It is now ordered by the Court that in future the continued Cases on the Docket be called on the first day of this Term On the second day in the morning that the new Entries be called — And after the Jury are impanelled the Cases are to be taken in Course untill Friday morning when the Docket is again to be called —

And it is further ordered that the Clerk may enter defaults by Agreement of the Parties —

The foregoing Judgments orders &c being made up and Entered this Court adjourned without day. —

Wm Rob Breck Clerk